

OCTORARA AREA SCHOOL DISTRICT WORK SESSION

June 12, 2023– 7:00 p.m.

Jr. High School Multi-Purpose Room

DISCUSSION GUIDE

1. Moment of Silence
2. Pledge of Allegiance
3. Roll Call
4. Presentations
5. Visitors' Comments - Agenda Items Only
6. Information Items
7. Presentation of Agenda Items for the June 19, 2023 Regular Monthly Public Meeting:
 - A. That the Octorara Board of School Directors approve the resolution adopting the 2023-2024 General Fund Budget Expenditures in the amount of \$61,846,196.
 - B. That the Octorara Board of School Directors approve the resolution establishing a real estate millage rate of 42.28 mills in Chester County and 26.47 mills in Lancaster County.
 - C. That the Octorara Board of School Directors approve the resolution for the 2023-2024 Homestead and Farmstead Exclusion.
 - D. That the Octorara Board of School Directors approve the resolution to appoint Ms. Andrea Bisignani as tax collector for the District effective July 1, 2023 through June 30, 2024.
 - E. That the Octorara Board of School Directors approve the following financial institutions and investment firms for financial services during the 2023-2024 school year, in accordance with Section 621 of the School Code:
 1. Fulton Bank-depository and investment
 2. PA School District Liquid Asset Fund – depository and investment
 3. RBC Dain Rauscher, Inc.-investment only
 - F. That the Octorara Board of School Directors approve the following list of signatories for the designated bank accounts effective July 1, 2023:
General Fund: – President, Vice President, Treasurer, Secretary
Cafeteria Fund: – President, Vice President, Treasurer, Secretary
School Activity Fund: - Building Principal, Building Asst. Principal, Business Manager, Board Secretary (Required Business Manager signature with one counter signature)

- G. That the Octorara Board of School Directors approve the appropriate budget transfers for the year ending 2022-2023 as a result of the annual financial audit. (Note: This is a requirement for the school code to be done prior to June 30th of each fiscal year.)
- H. That the Octorara Board of School Directors approve Dr. Jeffrey Blair as the school dental consultant for the 2023-2024 school year.
- I. That the Octorara Board of School Directors approve the Resolution allowing Dr. Steven A. Leever, Superintendent, to sign and/or e-sign any and all contracts, agreements, grants and/or licenses with the Pennsylvania Department of Education effective July 1, 2023.
- J. That the Octorara Board of School Directors approve the Multi-County Millage Rebalancing Resolution.
- K. That the Octorara Board of School Directors approve the 2023-2024 Enrollment Agreement with Valley Forge Educational Services for students “A” and “B” at a cost of \$80,500 each.
- L. That the Octorara Board of School Directors approve the Extended School Year Agreement with Valley Forge Educational Services for student “B” from July 5 through August 3, 2023 at a cost of \$10,600.
- M. That the Octorara Board of School Directors approve the agreement with CritiCare effective July 1, 2023 through June 30, 2024.
- N. That the Octorara Board of School Directors approve the Proposal for Professional Services with Architerra for the Athletic Master Plan Initial Phase of Improvements.
- O. That the Octorara Board of School Directors approve the Proposal with NRG Building Services, Inc. for control system replacement and upgrades in the Octorara Elementary and Jr./Sr. High Schools. The CoStars quote for the project is \$795,000 which will be paid with Capital Project Funds.
- P. That the Octorara Board of School Directors approve the Service Agreement with the Chester County Intermediate Unit for a Mathematics Instructional Coach/Facilitator for the 2023-2024 school year at a cost of \$165,329.
- Q. That the Octorara Board of School Directors approve the Agreement for Services with CCRES for the Interim Human Resource Director Services of Catherine Rossi effective June 5 through August 30, 2023 at a rate of \$121 per hour.
- R. That the Octorara Board of School Directors approve the Act 93 Agreement effective July 1, 2023 through June 30, 2024.
- S. That the Octorara Board of School Directors approve the Memorandum of Understanding with the Octorara Act 93 Administrator Group effective July 1, 2023 through June 30, 2024.
- T. That the Octorara Board of School Directors approve the Addendum to the Contract for Services Agreement with Austill’s Rehabilitation Services, Inc. effective July 1, 2023 through June 30, 2024.

- U. That the Octorara Board of School Directors approve the Staffing Agreement with General Healthcare Resources, LLC for PCA services.
- V. That the Octorara Board of School Directors approve the Contract for the Transportation of School Pupils with Faithful Transportation, LLC for the 2023-2024 school year.
- W. That the Octorara Board of School Directors approve the Memorandum of Understanding with Delaware County Community College effective July 1, 2023 through June 30, 2024.
- X. That the Octorara Board of School Directors approve the following bid awards for the 2023-2024 school year:

Art Supplies	\$7,548.43
Science-Biology Supplies	\$727.82
Industrial Arts-Drawing Supplies	\$2,772.04

Resignation Approvals:

- Y. That the Octorara Board of School Directors accept, with regret, the resignation of Mr. Charles Graydus for purpose of retirement as an Agriculture Education Teacher at the Octorara Jr./Sr. High School effective June 7, 2023. (Hired August 25, 2003)
- Z. That the Octorara Board of School Directors accept, with regret, the resignation of Mr. Ben Creighton as an English Teacher at the Octorara Jr./Sr. High School effective June 7, 2023. (Hired September 17, 2012)
- AA. That the Octorara Board of School Directors accept the resignation of Ms. Megan McLoone as a Learning Support Teacher at the Octorara Primary Learning Center effective June 7, 2023. (Hired August 23, 2021)
- BB. That the Octorara Board of School Directors accept the resignation of Ms. Lisa Caldwell as a Learning Support Teacher at the Octorara Primary Learning Center effective June 7, 2023. (Hired June 23, 2021)
- CC. That the Octorara Board of School Directors accept the resignation of Ms. Hayley Caulfeild-James as a Science Teacher at the Octorara Jr./Sr. High School effective June 7, 2023. (Hired August 23, 2021)
- DD. That the Octorara Board of School Directors accept, with regret, the resignation of Ms. Jennifer Watson as advisor for the Jr./Sr. High School newspaper effective June 1, 2023. (Hired for the 2017-2018 school year)

Hiring Approvals:

- EE. That the Octorara Board of School Directors approve Ms. Bridget Solnosky as a Kindergarten Teacher at the Octorara Primary Learning Center effective August 15, 2023. Ms. Solnosky's salary will be \$56,389 which is Step 17 to MAX of the Bachelor's scale. (Ms. Solnosky is currently a long-term substitute and is replacing Jean Curry who retired.)
- FF. That the Octorara Board of School Directors approve Ms. Shannon Owens as a long-term substitute First Grade Teacher at the Octorara Primary Learning Center effective for the 2023-2024 school year. Ms. Owens' salary will be \$71,229 which is Step 17 to MAX of the Master's +45 scale. (Ms. Owens is currently a long-term substitute and is replacing Margaret Schaefer who transferred.)

- GG. That the Octorara Board of School Directors approve Ms. Valerie Brewer as a Second Grade Teacher at the Octorara Primary Learning Center effective August 15, 2023. Ms. Brewer's salary will be \$60,953 which is Step 17 to MAX of the Master's scale. (Ms. Brewer is a current employee and is replacing Lindsay Mitman who transferred.)
- HH. That the Octorara Board of School Directors approve Ms. Nicole Kutner as a Second Grade Teacher at the Octorara Primary Learning Center effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Kunter's salary will be \$56,389 which is Step 17 to MAX of the Bachelor's scale. (Replacing Margaret Schaeffer who transferred.)
- II. That the Octorara Board of School Directors approve Ms. Reina Eckman as a Sixth Grade Teacher at the Octorara Intermediate School effective August 15, 2023. Ms. Eckman's salary will be \$56,389 which is Step 17 to MAX of the Bachelor's scale. (Ms. Eckman is currently a long-term substitute and is replacing Patty Steyer who transferred.)
- JJ. That the Octorara Board of School Directors approve Ms. Adrienne Cochran as a long-term substitute Sixth Grade Teacher at the Octorara Intermediate School for the 2023-2024 school year. Ms. Cochran's salary will be \$56,389 which is Step 17 to MAX of the Bachelor's scale. (Ms. Cochran is currently a long-term substitute and is replacing Alison Venini who transferred.)
- KK. That the Octorara Board of School Directors approve Ms. Lisa Carlson as a long-term substitute Sixth Grade Teacher at the Octorara Intermediate School for the 2023-2024 school year. Ms. Carlson's salary will be \$60,953 which is Step 17 to MAX of the Master's scale. (Ms. Carlson is currently a long-term substitute and is replacing Stefanie Nuse who transferred.)
- LL. That the Octorara Board of School Directors approve Ms. Jennifer Davis as a Social Worker for the District effective August 15, 2023 pending completion of employee related documents required by law and the District. Ms. Davis' salary will be \$60,953 which is Step 17 to MAX of the Master's scale. (This is a new position.)
- MM. That the Octorara Board of School Directors approve Ms. Erin Sullivan as an Instructional Assistant at the Octorara Primary Learning Center effective August 28, 2023. Ms. Sullivan's rate will be \$15.00 per hour for 5.75 hours per day. (Ms. Sullivan is a current substitute and will be replacing Diane Powers who retired.)
- NN. That the Octorara Board of School Directors approve the following summer maintenance interns at the rate of \$12.50 per hour:
Menah Alkhabaz
Mike Trainor
- OO. That the Octorara Board of School Directors approve the following supplemental contract for the 2023-2024 school year:
Sarah Lazor Assistant Volleyball Coach 6 pts @ \$620 \$3,720
- PP. That the Octorara Board of School Directors approve the following additional staff for the Summer Literacy/Math/Science and Extended Year Programs:
Lauren Brotman – Professional - \$35
Julia Harpel – Professional - \$30
John Cummings – Professional - \$35

Teresa Ashby – Professional - \$35
Wendi Ward – Professional - \$30
Samantha Norris – Professional - \$30
Jennifer Mitchell – Support - \$20
Katelynn McMinn – Support - \$20
Nikkole Puckett – Support - \$20
Francesca Wiley – Support - \$20
Devon Holm – Support - \$20

QQ. That the Octorara Board of School Directors approve the following change for the Summer Literacy/Math/Science and Extended Year Programs:

Val Brucherri will transfer from support staff to professional staff at \$32 per hour

8. Finance Committee Report
9. Other Items/Concerns
10. Visitors' Comments – General
11. Administrator Comments/Announcements
12. Board Comments
13. Adjournment

Finance Committee Meeting – Monday, June 12, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Policy Committee Meeting – Monday, June 19, 2023 – 6:00 p.m. in room 102 at the Jr. High School

Facility Committee Meeting – Monday, June 19, 2023 – 6:30 p.m. in room 102 at the Jr. High School

Next regularly scheduled Board Meeting – Monday, June 19, 2023 – 7:00 p.m. in the Jr. High School Multi-Purpose Room

OCTORARA AREA SCHOOL DISTRICT

RESOLUTION ADOPTING THE 2023 - 2024 GENERAL FUND BUDGET

RESOLVED THAT THE BUDGET OF THE Octorara Area School District, Chester County, Pennsylvania, as proposed, revised and advertised, is finally adopted in the form attached hereto as the annual budget of said school district for the fiscal year beginning July 1, 2023.

BE IT FURTHER RESOLVED that the Board of School Directors of the Octorara Area School District hereby authorize the appropriation and expenditure of the funds in the amount of \$61,846,196 as itemized in said budget during the fiscal year beginning July 1, 2023. The necessary revenue for the same shall be provided by state appropriations; by federal funds; by a 42.28 mill real estate tax for Chester County and by a 26.47 mill real estate tax for Lancaster County, levied herewith.

Jill Hardy, Board Secretary

ADOPTED: _____

OCTORARA AREA SCHOOL DISTRICT

RESOLUTION OF THE OCTORARA AREA SCHOOL DISTRICT, CHESTER COUNTY, PENNSYLVANIA, IMPOSING AND LEVYING A TAX ON REAL ESTATE IN SAID SCHOOL DISTRICT; ESTABLISHING THE RATE THEREOF; PRESCRIBING THE MANNER OF PAYMENT; PROVIDING A DISCOUNT FOR PROMPT PAYMENT AND IMPOSING A PENALTY FOR LATE PAYMENT.

BE IT RESOLVED and enacted by the directors of the Octorara Area School District, Chester County, Pennsylvania, under the authority of the Public School code of 1949, its supplements and amendments as follows:

SECTION 1 A tax is hereby levied for the school year 2023– 2024 on all real property in the Octorara Area School District at the rate of 42.28 mills in Chester County and 26.47 mills in Lancaster County on each dollar or \$4.23 and \$2.65 dollars respectively on each \$100.00 of the assessed valuation thereof as contained in the assessment used for real estate tax purposed in and by Chester and Lancaster Counties, Pennsylvania.

SECTION 2 The tax hereby imposed shall be payable July 1, 2023 in accordance with the following schedule:

- (a) if paid on or before August 31, 2023, a discount of two percent (2%) shall be allowed.
- (b) if paid during September 2023 and October 2023, the tax shall be payable at the full amount stated in Section 1 herein.
- (c) If paid on or after November 1, 2023, the tax shall be payable at the full amount stated in Section 1 herein plus a penalty of ten percent (10%) thereon.

SECTION 3 Real Estate Tax Installment Payment Plan: For the real estate tax levied by the School District, other than interim real estate tax, taxpayers may elect an installment payment option under the following rules:

- (a) Installment payment dates. A taxpayer electing the installment payment option may pay the real estate tax in three (3) equal installment payments of one-third (1/3) of the full tax amount. The installments are due on or before August 31, October 2, and October 31, of the year in which the tax is levied. Any installment not paid in full by these dates is delinquent.
- (b) Taxpayer election of installment payment option. Payment of the first installment in full by August 31 will constitute taxpayer election to pay tax in installments. Installment payment is permitted [only] if the taxpayer elects by paying the first installment payment in full by August 31. [If the taxpayer fails to pay the first installment payment by August 31, the taxpayer may nevertheless elect to pay tax in installments by paying on or before October 2 the delinquent first installment payment together with a penalty in the amount of 10% of the amount of the installment, and paying the second installment payment in full.] If the taxpayer fails to meet [this requirement] [these requirements], the full amount of the real estate tax is due on or before October 31, and the real estate tax is delinquent if not paid in full on or before October 31.
- (c) No discount. No discount applies to installment payments.
- (d) Penalty on delinquent installments. If a taxpayer makes the first installment payment by August 31 and fails to pay in full any subsequent installment by the installment due date, the installment not paid by the due date is delinquent, and a penalty will be added to the tax in the amount of ten percent (10%) of the amount of the installment not paid by the installment due date, without regard to any partial payment of the installment.
- (e) Ineligibility. A taxpayer who is delinquent by more than ten (10) days on all installment payment is ineligible for the installment payment option in the following school year.
- (f) Effective date. This plan will become effective July 1, 2007, and will continue in effect thereafter for real estate taxes levied for the school year beginning July 1, 2007, and for real estate taxes levied for future years, until amended or repealed.

SECTION 4 The tax hereby imposed shall be paid to the tax collector duly elected or appointed in and for the Octorara Area School District for which the property is located. The tax collector shall collect the said taxes in the manner provided in the "Local Tax Collection Law" (Act of May 25, 1945, P.L. 1050 as amended).

SECTION 5 It shall be unlawful for any person to refuse, fail, or neglect to pay the tax levied by the Resolution at the time required, and any and all persons who shall knowingly attempt, or in any manner refuse to pay the tax, penalties, and interest imposed by this Resolution shall upon conviction thereof in a summary proceeding, be sentenced to pay a fine not exceeding \$100.00 and costs of prosecution for each offense or be imprisoned for not more than thirty (30) days, or both. This fine and penalty shall be in addition to any and all penalties and tax imposed by any other section of this Resolution.

SECTION 6 The provisions of this Resolution are severable and, if any of its sections, clauses, or sentences shall be illegal, invalid or unconstitutional, such illegality, invalidity, or unconstitutionality, shall not affect or impair any of the remaining sections, clauses, or sentences of this Resolution. It is hereby declared to be the intent of the Octorara Area School Board that this Resolution would have been adopted if such illegal, invalid or unconstitutional sections, clauses, or sentences had not been included herein.

SECTION 7 The provisions of the Resolution shall become effective July 1, 2023.

SECTION 8 This tax is levied for the school year 2023 – 2024, but is intended to continue from year to year thereafter without reenactment, unless changes in the rate of tax or other provisions of this resolution are desired by the Board of School Directors.

Jill L. Hardy, Board Secretary

ADOPTED: _____

OCTORARA AREA SCHOOL DISTRICT

2023-2024 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of Octorara Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2023, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. Aggregate amount available for homestead and farmstead real estate tax reduction.

The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2023:

- a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$1,379,830.88.
- b. **Philadelphia tax credit reimbursement funds.** PDE has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.324(3), as reimbursement for Philadelphia tax credits claimed against the School District earned income tax by School District resident taxpayers, the amount of \$80,932.79.
- c. **Residual from previous year.** \$131.59.
- d. **Aggregate amount available.** Adding these amounts, the aggregate amount available during the school year for real estate tax reduction is \$1,460,895.26

2. Homestead/farmstead numbers. Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

- a. **Homestead property number.** The number of approved homesteads within the School District is 3,918.
- b. **Farmstead property number.** The number of approved farmsteads within the School District is 191.
- c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,108.

3. Real estate tax reduction calculation. The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(d) aggregate amount available during the school year for real estate tax reduction of \$1,460,895.26

by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 4,109 the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$357.39 for Chester County and \$357.45 for Lancaster County.

3. **Homestead/farmstead exclusion authorization – July 1 tax bills.** The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the paragraph 3 maximum real estate assessed value reduction of \$357.39 for Chester County and \$357.45 for Lancaster County. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of (a) the County-established assessed value of the farmstead, or (b) the paragraph 3 maximum real estate assessed value reduction of \$357.39 for Chester County and \$357.45 for Lancaster County. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341 (g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 4 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

Jill L. Hardy, Board Secretary

Adopted: _____

OCTORARA AREA SCHOOL DISTRICT

Direct Tax Collection Tax Collector Appointment Resolution

Background. Those persons elected to the offices of tax collector within the school district have declined responsibility for collection of school district taxes or have deputized the school district to collect school district taxes. The school district must have a system for the collection of school taxes, and Andrea Bisignani, the tax clerk, is able to resume responsibility for the collection of school taxes as a part of her regular duties as tax clerk. School Code § 6-683 authorizes the Board of School Directors to appoint a tax collector for the collection of school taxes where no elected tax collector is responsible for collecting school taxes. School Code § 6-684 authorizes the Board to fix the amount of the bond for an appointed tax collector. The Board believes the following action allows for efficient and cost effective tax collection, and therefore, the following action is in the school district's best interest.

Resolved, by the Board of School Directors as follows:

1. The school district shall collect school taxes directly through the school district's business office, and the tax clerk shall have responsibility for the collection of such taxes [under the supervision of the Business Manager of the school district]. This shall apply to the collection of all school taxes other than the earned income tax and the realty transfer tax.
2. All such school taxes collected shall be payable directly to the school district and shall be deposited directly in a school district bank account.
3. Andrea Bisignani is appointed tax collector for the school district commencing July 1, 2023 and ending June 30, 2024, or until her successor is appointed and accepts.
4. The tax collector shall have all the authority and power now vested by law in collectors of local taxes for the collection of such taxes and shall comply with all laws, regulations and resolutions applicable to tax collectors in the school district.

Octorara Administration Office

228 HIGHLAND ROAD, SUITE 1, ATGLEN, PA 19310-1603

Phone: (610) 593-8214 ♦ Fax: (610) 593-6425 ♦ jhardy@octorara.org



Jill L. Hardy

School Board Secretary

RESOLUTION

BE IT RESOLVED, by authority of the Octorara Area Board of School Directors of the Octorara Area School District, it is hereby resolved by authority of the same, that Dr. Steven A. Leever, who is the Superintendent of the above named body is authorized and directed to sign any and all contracts, agreements, grants and/or licenses (hereinafter collectively referred to as contract(s)) with the Pennsylvania Department of Education (Department); and

BE IT FURTHER RESOLVED, that the body consents to the use of electronic signatures by the above named individual and that no handwritten signature from the above named individual shall be required in order for any contract with the Department to be legally enforceable and that by affixing his/her electronic signature to an electronic file of the contract via the Department's e-grants system, the above designated authorized individual shall have effectively executed and delivered the contract, binding the Octorara Area School District to comply with the terms of said contract; and

BE IT FURTHER RESOLVED, that no writing shall be required in order to make the contract valid and legally binding, provided that the Department and all other necessary Commonwealth approvers affix their signatures electronically and an electronically-printed copy of the Contract is e-mailed or is otherwise made available to the body by electronic means; and

BE IT FURTHER RESOLVED, that the body will not contest the due authorization, execution, delivery, validity or enforceability of the electronic Contract under the provisions of a statute of frauds or any other applicable law. The Contract, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and the admissibility thereof shall not be contested under either the business records exception to the hearsay rule or the best evidence rule; and

BE IT FURTHER RESOLVED, that the body will notify the Department's Bureau of Management Services promptly in the event that the above named individual is no longer authorized to execute agreements on behalf of the body electronically and that the Department shall be entitled to rely upon the above named officer's authority to execute agreements electronically on behalf of the body until such notice is received by the Department's Office of Chief Counsel.

ATTEST

President/Chair or Vice-President/Chair

Samuel Ganow, President

Treasurer/Secretary

Jill L. Hardy, Secretary

I, Jill L. Hardy, Secretary, of the Octorara Area Board of School Directors, do certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Octorara Area Board of School Directors held the 12th day of June, 2023.

Dated: _____

Signature

Jill L. Hardy, Secretary

TO BE EXECUTED BY AUTHORIZED OFFICER:

As the person authorized to sign on behalf of the above named body, I agree that I shall not provide any other person with my e-grants password or otherwise authorize any other individual to affix my electronic signature to any agreement with the Department.

Dated: _____

Signature

Dr. Steven A. Leever, Superintendent

Multi-County School Board Resolution Urging Changes to Mandatory Millage Rebalancing
Requirements as interpreted under School Code Section 672.1

OCTORARA AREA SCHOOL DISTRICT

Resolution Urging Amendment of School Code Section 672.1

WHEREAS, 88 Pennsylvania school districts have boundaries that encompass more than one county.

WHEREAS, this district is one such school district.

WHEREAS, School Code Section 672.1 requires multi-county school districts annually to rebalance real estate tax millage rates applicable in each county for the purported purpose of uniformity in taxation. There is no state requirement to adjust single county districts, annually or at any time, for market value changes and lack of assessment uniformity.

WHEREAS, Section 672.1 as currently interpreted and applied too often fails to achieve uniformity, and in too many cases has the opposite effect and results in significant negative effects for multi-county school districts and for many taxpayers that see different and dynamic tax rate changes within the district's borders.

WHEREAS, Section 672.1 as currently interpreted and applied conflicts with the later enacted "Taxpayer Relief Act," known as Act 1.

WHEREAS, Section 672.1 as currently interpreted mandates applying the Act 1 index after a mandatory rebalancing of millage rates which acts as a reassessment with no taxpayer protections.

WHEREAS, Section 672.1 as currently interpreted and applied in some cases increases tax rates on taxpayers due to 'giving away' natural growth in assessed value of real estate as mills are rebalanced.

WHEREAS, Section 672.1 is extremely difficult for school districts to administer and explain.

WHEREAS, Section 672.1 requires year-to-year alternating and variable increases and decreases in real estate tax millage within different counties, including examples of taxpayers in one county receiving a tax increase while taxpayers in another county receive a decrease; it is bad tax policy impacted by several year lags in data that often angers taxpayers.

WHEREAS, Section 672.1 creates complication, no guarantee of uniformity, and too often unfairness, confusion and consternation by taxpayers.

WHEREAS, this process has been a constant and yearly matter of concern and importance to our taxpayers, and to the district itself.

NOW, THEREFORE, the board of school directors urges the Pennsylvania General Assembly to repeal or amend Section 672.1, to allow districts to follow the mandates of Act 1 tax increase restrictions (like all single county school districts) without a mandated annual reassessment to 'balance' requirement, and to use common sense available data for uniformity in levying cross county tax mills.

At a school board meeting on June 19, 2023 the above resolution was passed by a vote of

_____yes _____no _____absent

Signatures:

Samuel J. Ganow _____
Board President Date

Attest: Jill L. Hardy _____
Board Secretary Date

SERVICE AGREEMENT

This SERVICE AGREEMENT is made this 5th day of May 2023, by and between Chadds Ford Alternacare Inc. (d/b/a CriteCare) a corporation organized under the laws of the Commonwealth of Pennsylvania ("the Company") and Octorara Area School District ("the School District"), a public school district located in the Commonwealth of Pennsylvania. The School District and the Company may each be referred to individually as a "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, the Company is a home health and nursing agency that provides nursing, personal care attendants, and non-nursing care in home, school, and facility settings for both adults and children, a field with increasing competition; and

WHEREAS, the School District needs the services of licensed registered nurses ("RNs"), licensed practical nurses ("LPNs") and/or personal care assistants ("PCAs") to provide various professional and para-professional services to the students under the care and supervision of the School District and the School District also lacks the experience and/or resources needed to identify, select, hire, train and/or retain such professionals and paraprofessionals; and

WHEREAS, the Company intends to provide the School District with individuals with the required professional and para-professional skills, qualifications, and specialized training necessary and required to provide such professional and para-professional services in home and school settings and make available the Company's confidential and proprietary information in order for Nurse to do so; and

WHEREAS, the School District desires to receive the Company's specialized services including the services of the Company's employees with the training necessary to work in home and school settings and with access to the Company's confidential and proprietary information in order to perform services for the benefit of the School District and the students under the care and supervision of the School District; and

NOW, THEREFORE, for and in consideration of in consideration of the Company's agreement to provide the School District with its personnel with the benefits of the Company's specialized training and confidential and proprietary information, and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby forever acknowledged and intending to be legally bound, the Parties hereto agree as follows:

1. The Company and the School District agree that the School District is relying on the Company to employ and provide the School District with individuals with the professional and/or para-professional skills, qualifications, and specialized training necessary and required to work in school settings and with access to the Company's confidential and proprietary information in order for such nurses

(RNs, LPNs) and personal care assistants (PCAs) to provide the services required by the School District.

2. No employee or servant of the Company shall be or be deemed to be an employee or servant of the School District.
3. The relationship between the Company and the School District shall be one where the Company, including its agents, directors, employees, officers, and servants, is or is deemed to be solely that of an independent contractor.
4. The Company agrees to employ fully qualified, and licensed Registered Nurses, Licensed Practical Nurses, and Personal Care Assistants and to deliver the necessary and prescribed professional and/or para-professional services to students identified by the School District as in need of same at school and at those school locations designated by the School District. Such services shall include, but not be limited to, riding with the student on his/her school bus to and from school, field trips, or other arranged outings. This paragraph shall not be construed so that this Agreement is deemed to be a requirement contract and all services provided hereunder are contingent upon the availability of the Company's employees and the communication of the needs to the Company in sufficient time for Company to provide the requested personnel.
5. The Company agrees to make available a full range of professional and paraprofessional services typically provided by RNs, LPNs and PCAs, which may include, but are not limited to, providing substitute school nurses; health room nurse; nurses for field trips (day/overnight/weekend); nurses for transportation to/from school, special needs nursing and personal care; after school/extracurricular activities and nursing services for extended school year programs and summer camps.
6. Skilled nursing services may include providing nursing care relating to tracheostomy tubes, g-tubes/j-tubes, diabetic care, catheterizations, seizure disorders, nurses for field/camping trips (day or overnight), health screenings, administering medications including flu shots, vaccinations, and other inoculations.
7. In addition to the aforementioned services, the Company may provide RNs, LPNs or other mutually agreed upon trained personnel to provide COVID mitigation services set forth in Appendix B, which may include, but is not limited to, providing vaccination services, administering COVID tests and taking and recording temperatures of persons seeking to enter the School District schools to provide information to the School District for use in their deciding whether such persons shall be admitted into the School District schools and facilities. In providing such services, the Company will not:

- a. determine whether individuals have the COVID-19 virus or have been exposed to persons who have the COVID-19 virus or whether such persons should be quarantined due to COVID-19;
 - b. make or participate in the decision to determine what other information should be collected for use in deciding who should or should not be allowed to enter the School District Schools; or
 - c. make or participate in the decision about who should or should not be allowed to enter the School District Schools.
8. It is understood and agreed that neither the Company nor its RNs, LPNs or PCAs shall be responsible for providing any medical equipment or supplies, diagnostic equipment, tools or medication or products or goods of any kind (collectively, "Nursing Supplies, Medication and Equipment"). This is a contract for services only. All Nursing Supplies, Medication and Equipment shall be provided by either the School District or the students for whom such Nursing Supplies, Medication and Equipment are required. The School District shall make available wireless fidelity access (WiFi) to Company Employees assigned to perform services in its locations at no charge to the Company and/or to its Employees.
9. The School District agrees to identify and inform the Company of any special needs of students, students with disabilities or other individuals for whom the Company is requested to provide care and the School District understands and expects that the Company nurses shall be prepared to take all such action in accordance with reasonable instructions and directives from physicians, the student's Plan of Care or any other nursing action that is or can be deemed to be reasonable, necessary and appropriate to assist the student during the onset of any emergency situation or unexpected sudden medical episode until such episode is fully ameliorated.
10. The Company agrees to communicate with the School District, students, parents and guardians and physician(s) as reasonably required by the School District policy and applicable laws and regulations. Similarly, the School District shall make available to the Company contact information for parents, guardians, and physicians as well as current information and updates on medical conditions and required care, including Individual Education Plans, Care Plans and any other information that the School District receives from students, parents, guardians, and physicians applicable to students for whom it is or may be rendering care.

11. The School District agrees to inform the Company of any material changes in the physical or medical condition of students for whom the Company is or may be rendering care; as well as any changes to daily bus schedules or field trips for which the Company is providing services; and any other known matter that could affect or impact the Company employee's daily involvement, functioning or care with students.
12. The Company will provide the School District with a copy of all background checks required by law for all of the Company's employees providing services to the School District students prior to their initial assignment upon request. Such clearances include Child Abuse Clearance (Act 151), Criminal Record Check (Act 34) and FBI Fingerprint Check (Act 114) and (Act 168) and LEIE and exclusions. In addition, pursuant to Acts 24 and 82, the Company shall inform its employees/contractors of their ongoing obligation to report to the Company within 72 hours of any arrest and/or conviction of a Section 111(e) or (f.1) offense. In the event the Company receives such information from its employee/contractor, the Company will notify the School District.
13. The School District recognizes and agrees that it will be introduced to RNs, LPNs or PCAs (collectively the "Company's Employees"), who have been selected, hired, trained, employed, and are familiar with the Company's business practices and trade secrets and other proprietary information, that the Company has devoted a considerable amount of time, effort, and expense to hiring and training the Company's Employees, that the Company's Employees comprise valuable assets of the Company, and that the School District's direct or indirect hiring or solicitation of the Company's Employees to become employees of either the School District or any other entity providing the same or similar services as the Company would be highly damaging to the Company's business. Accordingly,
 - a. It is an express condition of this Agreement that the School District will not during the Term of this Agreement and for a period of twelve (12) months following termination of this Agreement for any reason, directly or indirectly¹ hire and/or employ the Company's Employees who are presently or have within the preceding twelve (12) months worked at any school or facility within the School District.
 - b. The School District agrees that for a period of twelve (12) months following termination of this Agreement for any reason, the School District will not directly or indirectly solicit or cause others to solicit, either directly or indirectly, any Company Employee who

¹ Indirectly hiring the Company's employees includes but is not limited to obtaining services from the Company's employees through an agency or entity other than the Company, including competitors of and entities that are the same or substantially similar to the Company.

has provided services to the School District to become an employee or independent contractor or service provider of the School District.

- c. The School District understands and agrees that the services provided by the Company are necessarily of a special, unique, and extraordinary nature and that the loss arising from a breach of the terms of this paragraph cannot reasonably and adequately be compensated by money damages, as such breach will cause irreparable harm to the Company. Accordingly, if this provision is violated by the School District or its successors and assigns, the School District agrees that the Company will be entitled to an injunction in a court of law or equity without the necessity of posting any bond in cash or otherwise.
 - d. The School District and the Company expressly agree that the court adjudicating enforcement of this provision shall have the power to reduce the duration and or limit the geographical area and/or delete such specific words or phrases which the court shall deem necessary to permit enforcement of such term, provision, or paragraph in restricted form.
 - e. In the event that the School District wishes to directly employ a Company Employee subject to the terms of this paragraph of the Agreement, the School District will inform the Company in advance of informing that Company Employee of its interest in doing so. The School District agrees to compensate the Company for the loss of its Employee which compensation will be agreed upon through good faith negotiations.
14. Term of Agreement: This Agreement shall continue in effect from July 1, 2023, until June 30, 2024, unless extended by agreement of both Parties or sooner terminated by either party by giving the other party advanced notice in writing of at least 30 days.
15. Payment:
- a. For each hour of professional or paraprofessional nursing services provided by the Company, the School District agrees to pay the Company at the respective service rates enumerated in Appendix A of this Agreement.
 - b. The School District agrees to a minimum 3 hours per shift.

- c. The School District agrees to give a minimum 3 hours' notice for cancelled shifts. If the School District does not inform the Company of cancellation and a CriteCare employee reports to the assignment, the School District agrees to pay the Company for 3 hours of the CriteCare employee's time.
- d. The Company agrees to invoice the School District no later than 60 days following the delivery of services under this Agreement and the School District likewise agrees to make every effort to remit payment to the Company as soon as possible, preferably within 60 days from the date of invoice for said services. If payment is not received within 60 days from the date of the invoice, a 2% finance charge will be applied based on the invoice total. It is understood and agreed that invoices issued pursuant to this paragraph will be transmitted electronically in a manner specified by the School District by providing notice of same pursuant to the terms set forth below.

16. Insurance:

- a. The Company agrees to maintain professional liability insurance in the minimum amount of \$1,000,000.00 (One Million Dollars) for each claim and \$3,000,000 (Three Million Dollars) in the aggregate. The Company agrees to maintain Abuse & Molestation liability insurance coverage in the minimum amount of \$1,000,000.00 (One Million Dollars) for each claim and \$3,000,000 (Three Million Dollars) in the aggregate
- b. Proof of insurance must be submitted to the appropriate School District Program Administrator prior to commencement of services. Costs of such insurance shall not be included in the contract proposal.
- c. The Company will maintain Workers Compensation Insurance as required by statute for all employees, contractors and subcontractors providing services to the School District students.
- d. The School District agrees to maintain comprehensive general liability insurance in the minimum coverage amount of \$1,000,000.00 (One Million Dollars) for each claim and \$3,000,000 (Three Million Dollars) in the aggregate.
- e. The School District further covenants and agrees that it shall take reasonable steps to insure that all persons or entities providing transportation of any kind relevant to this contract (i.e., both daily

transportation and for field trips) for students and the Company employees shall at all times maintain all insurance required by applicable law and regulation, which, at a minimum shall include comprehensive general liability of not less than One Million Dollars (\$1,000,000) per occurrence and Automobile Insurance of not less than Five Million Dollars (\$5,000,000) per occurrence.

17. Integration: This Agreement constitutes the sole and entire agreement of the parties hereto, and no modification of this Agreement shall be binding unless written and signed by the parties to this Agreement.
18. Governing Law: This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.
19. Partial Invalidity: The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion hereof.
20. Assignment: This Agreement which involves services to be performed at specific locations, may not be assigned by either party without the express written consent of the other party.
21. The Company agrees to defend, indemnify, and hold harmless the School District, including, without limitation, its agents, directors, officers, employees, invitees, or guests, from and against any and all claims, losses, costs, damages and expenses (including reasonable attorney's fees) arising out of any negligent act(s) or omission(s) of the Company and/or its agents, directors, employees, officers and servants in the performance of any and all nursing and personal care services provided hereunder as well as the Company's obligations under applicable law to maintain the confidentiality of personal health information of all persons for whom the Company renders care pursuant to this Agreement under HIPAA and other similar laws. The obligations of this paragraph shall survive the termination of the Agreement.
22. Subject to the limitations set forth in the preceding paragraph, the School District agrees to defend, indemnify, and hold harmless the Company, including, without limitation, its agents, directors, officers, employees, invitees, or guests, from and against any and all claims, losses, costs, damages and expenses (including reasonable attorney's fees) arising out of any negligent act(s) or omission(s) of the School District and/or its agents, directors, employees, officers and servants in the performance of any and all duties and services as well as the School District's obligations under applicable law to maintain the confidentiality of personal health information of all persons for whom the Company renders care pursuant to this

Agreement under HIPAA and other similar laws. The obligations of this paragraph shall survive the termination of the Agreement.

23. The School District Statutory Immunity: Any other provision of this Agreement to the contrary notwithstanding, The School District, its officers, employees, and agents and the members of the Board of School Directors retain their statutory governmental, official, and other immunity provided to the extent allowed by the laws of the Commonwealth of Pennsylvania including under 42 Pa. C.S.A. §§ 8541 and 8542, et seq. and do not waive the defenses of governmental and official immunity derived from such laws, if applicable. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of this statutory immunity for the School District or for its officers, employees, agents and the members of the board of School Directors.

24. Notices: All notices given by one party to the other should be mailed or faxed to the following addresses:

To the Company at: CritiCare
5 Christy Drive, Suite 104
Chadds Ford, PA 19317
Attn: Nancy P Hercer

With a Copy to: Michael P. Broadhurst, Esquire
Weir Greenblatt Pierce LLP
1339 Chestnut Street, 5th Fl
Philadelphia, PA 19107

To Octorara Area School
District at: _____

Octorara Area School District
Billing Contact Information:

Name: _____
Mailing
Address: _____
Email
Address: _____
Phone Number: _____

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

CHADDS FORD ALTERNACARE INC.

Date

By: _____

ATTEST:

OCTORARA AREA SCHOOL
DISTRICT

Date

By: _____

APPENDIX A
Rates of Service

July 1, 2023, to June 30, 2024

Registered Nurse (RN) - \$ 66.00 per hour

Licensed Practical Nurse (LPN) - \$ 56.00 per hour

Personal Care Assistant (PCA) - \$31.00 per hour

Orientation

Registered Nurse (RN) - \$ 35.00 per hour

Licensed Practical Nurse (LPN) - \$ 30.00 per hour

Personal Care Assistant (PCA) - \$13.00 per hour

Special Fees

Legal Holiday Rate²: Time and One Half Pay

Overtime Rate: Time and one half pay for every hour worked over 40 hours

Supplemental Charges for After School/Off Site/Extra Curricular Activities: A Supplemental Charge of Five Dollars (\$5) per hour shall be added to the above quoted rates whenever the services to be provided occur after normal operating school hours (i.e. when classes are in session) or when services are rendered in connection with extra-curricular activities, field trips or overnight activities. This Supplemental Charge shall apply without regard to whether or not the Employee works overtime.

Travel Expenses

Client shall reimburse CritiCare for all travel expenses at the then applicable mileage rate established by the Internal Revenue Service for agreed upon reimbursable travel, which shall include, but is not limited to, travel when a CritiCare employee is required to perform services at more than one school/location in which case the travel in between service locations only shall be reimbursable.

² The Parties recognize the following Legal Holidays along with any other legal holiday recognized by the US government or Commonwealth of Pennsylvania: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.

APPENDIX B

COVID MITIGATION PRICE LIST

www.criticareplus.com

Employees providing services referenced below shall arrive with PPE consisting of masks, gloves, gowns/face shields (if needed), which shall be provided at no additional charge. Client shall notify the Company if additional or different PPE is required, and the Company will notify Client as to whether such requests can be granted and the corresponding additional charge if any that will be required to provide such additional or different PPE.

All employees providing and/or participating in Antigen Testing will be trained by a certified trainer who shall have successfully completed a training program developed and administered by the Children's Hospital of Pennsylvania.

Antigen/PCR Testing Services

RN or LPN- \$70.00 per hour

Non-Medical/Logistic Personnel- \$40.00 per hour

Vaccination Services

RN or LPN - \$70.00 per hour

Non-Medical/Logistic Personnel- \$40.00 per hour

Temperature Screening Services

RN or LPN- \$66.00 per hour

Non-Medical/Logistic Personnel - \$40.00 per hour

Miscellaneous Requirements for COVID Mitigation Services

All employees providing services hereunder shall be required to work a minimum of four (4) hours per day. The Special Fees and Travel Expenses in Appendix A hereto shall also apply to this COVID Mitigation Fee Schedule

18 April 2023

Mr. Jeffrey Curtis
Business Manager
jcurtis@octorara.org
Octorara Area School District
School District Administrative Offices
228 Highland Road, Suite 1
Atglen, Pennsylvania 19310

Re: Octorara Area School District
Athletic Master Plan – Initial Phase of Improvements
Proposal for Professional Services – Architerra, PC

Dear Mr. Curtis:

In February 2023, Architerra completed its consultation on the development of an Outdoor Athletic Campus Master Plan for the Octorara Area School District. The project was well received by both the District's administrators and Board of School Directors. Collectively, they have decided to implement an initial phase of master plan recommendation. These recommendations are noted as the following:

1. Improve stadium lighting (Field 1)
2. Improve safety at JV Baseball team areas (Field 10)
3. Improve drainage at Soccer (Field 10)
4. Regrade right field foul ball area at Varsity Baseball (Field 12)
5. Provide ADA accessibility to Varsity Baseball (Field 12) and Varsity Field Hockey (Field 14)
6. Design new ticketing entry at Athletic Stadium (Field 1)
7. Improve Cross Country trail
8. Construct new Softball field (Field 7)
9. Add scoreboard to Intermediate School field (Field 9)



architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 2

10. Miscellaneous improvements to Varsity Baseball (Field 12) including:

- Refurbish dugouts
- Install all-weather surface dugouts to field
- New bullpen
- Remove warning track weeds
- Two new foul poles
- Refurbish pitcher's mound
- Enlarge infield to regulation size

This initial phase of master plan implementation focuses upon issues of safety to the student-athletes or general public, as well as, ADA accessibility to varsity venues, and consideration for facility enhancement to facilitate venue disruption during latter phase construction.

Since this project represents varying scales of construction talent and because the projects are located on several parcels of property situated in two separate Townships within Chester County, Architerra believes the most efficient way to achieve project success is to do so under four separate contracts for construction. These four separate public bid packages would be:

- New ticketing entry at Stadium (Field 1)
- New softball field (Field 7)
- Electrical work at Intermediate School (Field 9)
- All other projects

The new ticketing entry to the stadium, new softball field, intermediate school scoreboard, and improvements to stadium field lighting all occur in West Fallowfield Township. All other enhancements occur in Highland Township. The assumption with this proposal is that only the land parcel experiencing more than one acre of disturbance, thereby requiring a Nation Pollution Discharge Eliminating System (NPDES) permit, will be the parcel of land that includes the Junior and Senior High Schools. For purposes of this proposal, we are assuming the earth disturbance is under the one acre threshold on any other individual parcel of school district land. Also, any Zoning issues resulting in a Zoning Hearing Board, in either township are services not included within this proposal scope. These services, should they be desired, would be billed on an hourly basis. Our hourly rates are posited later within this proposal.

architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 3

To design, engineer, document for construction, document for permits and approvals, publicly bid, and observe/monitor construction, Architerra proposes the following scope of professional services:

SCOPE OF PROFESSIONAL SERVICES

1. PROJECT KICK-OFF MEETING

A meeting with key personnel from the Octorara Area School District and the Architerra project team to review project scope, budget, and regulatory requirements; review overall project schedule; establish public entity deadlines and submissions; review bidding and construction schedule; **and a strategy for introducing the project to the Townships of West Fallowfield and Highland to identify and/or re-affirm land development issues or approval processes.**

2. INFORMAL MEETING WITH TOWNSHIPS' ADMINISTRATION

Over the past thirty years Architerra has experience in dealing with the municipalities when it comes to projects and academic institutions. We are also aware of potential “deal breaking” issues such as total impervious coverage, stormwater management, and neighborhood concerns. As a result, we encourage and recommend an informal meeting occur with limited, but key, participants to introduce this project with the decision makers at the Township of West Fallowfield and to the Township of Highland. This strategy has worked well in the past and not only identifies all key issues, but equally important creates momentum and synergy between all the parties to want to work together and cooperatively find the path for solution from the early stages of the project. A diagrammatic plan of proposed enhancements should be utilized at this meeting to facilitate discussion. The purpose of **this informal meeting** is to introduce the project to the Townships, build a partnering relationship, and identify potential and real project issues.

3. SITE SURVEY

It is understood the Octorara Area School District will provide a previous land development plan depicting boundary improvements and topography of the existing

campus. A topographic survey for the project sites will be performed. The location of the property lines in the vicinity of the projects will be verified based on our field survey.

The survey plan will include:

- Perform PA ONE Call.
- Perform an on-site topographical survey at a contour interval of one foot.
- Establish an on-site benchmark elevation.
- Create base survey plan to aid with the engineering of the proposed land development.
- Location of known utilities, vertical elements, and hardscape surfaces.

4. INFILTRATION TESTING

Since it is anticipated stormwater management will occur on site for the athletic stadium ticketing and the new softball field, infiltration testing will be required. Architerra will excavate two (2) to four (4) exploratory test pits in areas as unobtrusively as possible. The test pits will be advanced to a depth of at least four (4) feet below the infiltration test depth, or up to approximately nine (9) feet. The total depth is to ascertain information on the subsurface soil conditions. Data will be gathered regarding the soil types and the depths to limiting zones including rock, groundwater and low hydraulic conductivity soils. The findings of the test borings will then be discussed with the project civil engineer for direction or field revision of the proposed testing depths. This proposal assumes a maximum infiltration test depth of approximately five (5) feet below existing grade. The purpose of the test pits is to obtain limiting zone information such as the groundwater table, soil mottling, and depth to rock at the proposed infiltration areas.

Two (2) Double Ring Infiltrometer (DRI) tests will be conducted at each of the two (2) to four (4) exploratory test pit locations at the proposed infiltration test elevation or a field-revised elevation as coordinated with the project team. The tests will be performed to determine the infiltration rate of the subgrade soils to facilitate design of the recharge system. The tests will be performed in general accordance with double ring infiltrometer infiltration testing procedures.

architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 5

A letter report with the results of the infiltration testing will be prepared within seven days which will include the following:

- Description of Subsurface Conditions (including soil description and testing methods, field soil classification)
- Testing Location Plan
- Soil Description Logs
- Laboratory Test Results
- Infiltration Testing Logs
- Groundwater Depths and Conditions
- Limiting Zones
- Infiltration Rates and Feasibility

The report will be prepared under the supervision of a Professional Engineer registered in the Commonwealth of Pennsylvania.

Requirements established in local stormwater ordinances such as, but not limited to, the need for a township representative to witness the testing, frequency and coverage of infiltration testing or, other geophysical investigation requirements, will be followed.

Therefore, it is the responsibility of Architerra to verify that the proposed scope of work is in compliance with local ordinance and to coordinate the field activities with the municipal authority where required. Our civil engineer will notify the Pennsylvania One Call System a minimum of three (3) days prior to initiating the field investigation for location of **public** utilities.

This proposal assumes that access to the site will be granted and that the site is accessible to a backhoe. This proposal does not include additional work caused by unexpected subsurface conditions or by site conditions out of the control of Architerra, PC. In addition, it is understood that excavated spoil soils will be used to backfill test borings. No other restoration is included in this proposal since the exploration will occur either outside any field of play areas, or near out of play areas, if possible.



Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 6

5. SKETCH PLAN

As part of the first step of the Townships' Land Development process, Architerra will submit a sketch plan. This is the first formal step in the Land Development submittal/approval process. The plan will be prepared upon a survey base prepared by our team and will utilize the master plan concepts. This sketch would incorporate key components of the agreed upon concept plan and the Township's ordinances. The sketch plan will identify ADA accessibility, the new softball footprint, new ticketing threshold, and other site enhancements around the campus.

This plan will then be used to meet with the Townships and other reviewing agencies in order to discuss any of their concerns, requirements, and recommendations. The completed sketch plan will then become the basis from which to prepare the land development and stormwater management site plans.

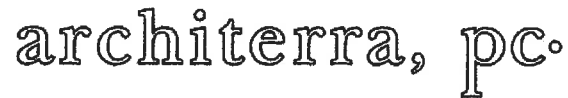
Architerra anticipates one meeting with the Owner and one meeting with each of the two Townships.

6. FIELD LIGHTING DESIGN

Architerra will work with the School District's preferred leader in athletic facility lighting to establish a strategy for brightening the four corners of the stadium's athletic field.

7. LAND DEVELOPMENT AND STORMWATER MANAGEMENT SITE PLANS

Based upon the sketch plan, Final Land Development and Stormwater Management Site Plans will be prepared whenever required. The plans will be prepared in accordance with the subdivision and land development ordinances of the Township then submitted to the Township of West Fallowfield for review and approval. It is not clear if the Township of Highland will require such plans. In addition to the plans, all necessary applications, reports, and forms will be completed and included with the submission. Prints and copies required for submission will be billed as reimbursable items.



Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 7

The plans will include the necessary detail for the Township to act upon the plan and will include the following:

- A. Plan Preparation and Submission – Architerra will prepare the plans and submit them to the Township. For the purpose of this proposal, we have estimated the following sheets may be appropriate:
 - Cover sheet (signature sheet)
 - Overall Zoning/Site Plan
 - Existing Conditions/Demolition Plan
 - Paving and Dimension Control Plan
 - Grading and Utility Plan
 - Landscape and/or Seeding/Sod Plan
 - Stormwater Profile Sheets
 - Miscellaneous Site Detail Sheets
 - Erosion and Sediment Control Plan
 - Post Construction Stormwater Management Plan
 - Post Construction Stormwater Management Details
- B. Waiver Requests – Waivers of sections of the Township subdivision and land development ordinances could be anticipated. If waivers of preliminary plan submission requirements are needed, Architerra will prepare the waiver requests as part of the plan submission.
- C. Stormwater Management Design – All required stormwater collection, conveyance and detention/infiltration facilities will be designed and included with the plan. Copies of the design calculations and report will be provided. The design and details for these measures will also be provided. All copies required by the Township or the Octorara Area School District will be provided as a reimbursable expense.
- D. Utility Coordination – All utilities will be contacted during the land development plan phase and will be forwarded a copy of the plans for review and input as appropriate. As the plans progress, we will coordinate with each of the utilities and the Octorara Area School District as necessary for finalization of the design.



Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 8

- E. Meetings and Coordination – For this proposal we have anticipated one (1) site visit, two (2) coordination meetings with representative(s) of the School District, and two (2) meetings with West Fallowfield Township. We have also provided time for general project coordination and correspondence.
- F. Revisions to Plans – Revisions to the preliminary/final plans resulting from comments generated by the Township and Chester County are included in our fee. Comments which relate to the obtaining of additional permits, or which require additional engineering tasks not stated in this proposal, are not included in this contract or fee.

8. PA DEP NPDES PERMIT APPLICATION

Since the proposed softball field earth disturbance exceeds one acre in area, Architerra will prepare and submit a National Pollutant Discharge Elimination System (NPDES) permit application for discharges of stormwater associated with construction activities and the resultant built environment. This permit is required when the proposed campus improvements disturb more than one acre. An Individual NPDES Permit engaging both the Chester County Soil Conservation District and the Pennsylvania Department of Environmental Protection. The permit process may take seven to eight months. The submission will be accompanied by all necessary plans and supporting documentation and will include the following:

- A. Erosion and Sediment Pollution Control Plan – The Erosion and Sediment Pollution Control Plans will be prepared in accordance with Pennsylvania Department of Environmental Protection's Erosion and Sediment Pollution Control Program Manual. The plans will be submitted to the Chester County Conservation District for review and approval. The plans will illustrate the proposed erosion control measures, both temporary and permanent.
- B. Erosion and Sediment Pollution Control Narrative – A written report will be prepared complete with design calculations for all erosion control measures such as sediment basins and channels.
- C. Post Construction Stormwater Management Plan and Narrative – An additional post construction stormwater management plan and report will be prepared

architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 9

complete with design calculations for post construction water quality and infiltration requirements.

- D. Project Meetings and Coordination – Architerra has included with this proposal one (1) meeting with the Chester County Conservation District in their office.
- E. Project Revisions – Revisions to the plans and/or documentation which are a direct result of comments by Pennsylvania Department of Environmental Protection and/or the Conservation District have been estimated as part of this proposal. Comments requiring additional permits or engineering services, which are not stated in this proposal, would be a supplement to the scope of services.

9. CONSTRUCTION BID DOCUMENTS

Utilizing the resultant plans from the Final Land Development Phase, Architerra will minimally supplement these plans with additional construction detailing and project packaging into a coordinated and cohesive set of plans suitable for public bidding purposes. A project manual booklet containing bid documents, contract, technical specifications, and general and supplementary conditions will also be compiled by Architerra. This will occur for all three bid packages noted earlier in this proposal. The electrical work for Field 9 will be a simplified bid package. All construction documents will be electronically formatted and include layout, grading, drainage, utilities, landscaping, and construction details by Architerra. **Architerra will prepare a coordinated, cohesive set of plans and specifications for bidding purposes.** All meetings will be documented by our firm. Two (2) meetings with the client are anticipated within this task. The client will receive a two week period for review and input of 100% complete construction bid documents prior to public bidding. We anticipate **between thirty and forty sheets of drawings** will be required to adequately detail and communicate the construction of this project, based upon our forty years of experience.

10. CONSTRUCTION BIDDING PROCESS

Architerra has played the role of facilitator in soliciting bids from qualified contractors for the construction of projects like this. Under this task, Architerra's professional services will include the following:

architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 10

- A. Author and place public bid advertisement for each of the three bidded projects.
- B. Written contact of qualified contractors to determine level of interest in bidding projects.
- C. Sale of bid documents and distribution to interested parties. (Note: All money received will be credited to the reimbursable expenses we incur on this project.)
- D. Respond to any questions which arise during bidding.
- E. Issue any addenda to all holders of construction documents.
- F. Coordinate and attend a pre-bid meeting.
- G. Review all bids submitted.
- H. Contact bidder references, if necessary.
- I. Render recommendation of successful bidders to the Client.
- J. Draft contract agreement(s) between Client and Contractor(s).

11. CONSTRUCTION ADMINISTRATION

Architerra is typically known for providing very detailed, focused, and both proactive and reactive construction administrative services. Prior to construction, Architerra will conduct a pre-construction meeting on site with the prime contractor(s) and Octorara Area School District. This will be accomplished through various Architerra personnel from the project team. **Architerra will conduct formal job meetings minimally every two weeks.** These meetings will be documented by written meeting minutes released to all parties, electronically, after every meeting. Architerra will also review and approve/confirm all stored materials, shop drawings, all applications for payment by the prime contractor(s). Essentially, it will be our mission during construction to assess conformance of work performed with the design intent and construction documents in mind. Architerra will also determine the date of substantial completion, as well as, final completion and between those two dates provide project close-out services including

architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 11

“punch list” development, punch list monitoring, equipment testing, start-up procedures, and occupancy methodology and requirements. The primary focus of this task is to monitor and maintain a level of quality construction for which the Octorara Community would be proud.

To be clear, Architerra personnel will be present for ten site meetings during construction. **Our construction services are for a nineteen week period. Services beyond that would be regarded as additional services.**

- A. Shop Drawing Review – Submittals prepared by the contractor will be reviewed to assure compliance with the specifications and site drawings. Our engineers have allotted eight (8) hours to perform this review under our proposal. Architerra has allotted forty (40) hours to perform this review under our proposal. Any time experienced beyond this allocation will be billed on an hourly plus expense basis.
- B. General Coordination – Time has been included in order to address the contractor’s questions and phone calls during construction. Our engineers have allotted eight (8) hours to perform this task under this proposal. Architerra has allotted forty (40) hours to perform this task under our proposal. Any time experienced beyond this allocation will be billed on an hourly plus expense basis.

12. POST CONSTRUCTION SERVICES

Professional services after construction is complete would include the filing of the Notice of Termination agreement, for the NPDES permit and the compilation of “As-Built” drawings so that the Octorara Area School District has an accurate record of what was constructed.

STATEMENT OF FEE

Often the thoroughness of the delivery of our professional services experience **exceeds the fee parameter of other firms**. Decades of experience and expertise, coupled with the highest of standards presented by a client, result in a premium fee. A fee we believe will pay dividends in terms of savings during the course of the project’s design and construction. Our fees are based upon projected man hours and the declining level of construction industry quality effort in

architerra, pc.

Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 12

terms of shop drawing quality; requests for information; meeting preparedness; attention to detail; skilled experienced laborers; and overall regard for schedule, particularly resulting from a public bid process. These forces, while beyond our control, are impossible to predict and therefore impossible to lock in a fee. That is why our scope of services established thresholds for various components of scope throughout the project. I realize we all want to be fair both in the services we provide and in the compensation you provide for that service. This proposal attempts to strike that balance.

Architerra proposes to perform this professional service for a lump sum fee of \$110,000.00.

Reimbursable expenses are not included in the fee listed above. Reimbursable expenses include: mileage; prints & copies of drawings, reports, and documents; mailing costs; etc. We estimate these reimbursable expenses as \$6,500.00 for this project.

We will invoice on a monthly basis as we progress through the project.

SUBMISSIONS AND FEES

Fees associated with the required submissions are also not included, such as West Fallowfield Township, Highland Township, Chester County, Public Advertising, Pennsylvania Department of Environmental Protection, etc. These fees will be the responsibility of Octorara Area School District. Architerra can cover these costs initially with a reimbursement by your office. However, there will be a 10% fee associated with this service, should you opt to have Architerra cover the initial expense.

OUT OF SCOPE SERVICES

The following **engineering services** are not included in the above scope of services: Title Report, Boundary Survey, Subdivision Plans, Design of Off-Site Improvements, Traffic Studies, Highway Occupancy Plans and Permits, Environmental Investigations, Zoning Hearing Board, Archaeological and Historical Investigations, or other items previously excluded. These services, if requested, can be provided for a supplemental fee. Should any of these out of scope engineering services be requested as part of this project, a proposal would be prepared and submitted for your review and approval.

architerra, pc.

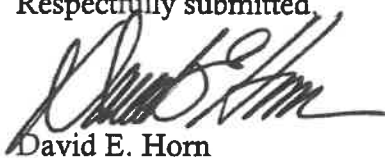
Proposal for Professional Services: Athletic Master Plan – Initial Phase of Improvements
18 April 2023
page 13

Attendance at Township meetings beyond those provided by this proposal can be provided at an additional per meeting cost of \$750.00 per person. This service will only be provided if requested in writing by your office. Attendance at School District meetings beyond those provided by this proposal, **will be donated** by Architerra.

The costs of services other than those discussed in this letter have not been estimated. If additional services are requested, Architerra will provide an estimate of our costs, as required. No out-of-scope services will be performed without your written authorization.

Our project team's hourly rates are attached with this proposal. We are open to whatever contract format (including purchase order) the Octorara Area School District may prefer. Thank you for your consideration of our firm.

Respectfully submitted,



David E. Horn
President

ARCHITERRA, PC
dehorn@architerrapc.com

cc: File

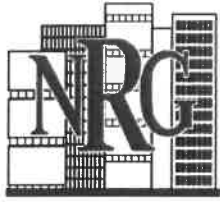
Note: This correspondence was sent by electronic mail on April 18, 2023.

DEH/kan

architerra, pc.

ARCHITERRA, PC PROJECT TEAM – HOURLY RATE SCHEDULE

Principal	\$ 192.00 per hour
Senior Project Architect	\$ 165.00 per hour
Principal Surveyor	\$ 153.00 per hour
Senior Registered Engineer	\$ 153.00 per hour
Project Manager	\$ 140.00 per hour
Senior Project Engineer	\$ 135.00 per hour
Senior Landscape Architect	\$ 145.00 per hour
Senior Project Engineer/Meeting Rate	\$ 157.00 per hour
Senior Project Manager	\$ 124.00 per hour
Senior Project Manager/Meeting Rate	\$ 155.00 per hour
Project Engineer	\$ 122.00 per hour
Project Engineer/Meeting Rate	\$ 153.00 per hour
Building Code Official	\$ 121.00 per hour
Field Project Manager	\$ 97.00 per hour
Specification Writer	\$ 134.00 per hour
Field Project Manager/OT Rate	\$ 134.00 per hour
Interior Designer	\$ 120.00 per hour
Senior Designer	\$ 107.00 per hour
Designer (Landscape)	\$ 91.00 per hour
Designer (Architect)	\$ 91.00 per hour
Designer (Engineer)	\$ 91.00 per hour
Project Surveyor	\$ 97.00 per hour
Landscape Architect	\$ 110.00 per hour
Construction Observer	\$ 92.00 per hour
Construction Observer/OT Rate	\$ 135.00 per hour
Survey Crew (2-Man Crew)	\$ 192.00 per hour
GPS	\$ 121.00 per hour
Forensic Consultant	\$ 278.00 per hour
Sewage Enforcement Officer	\$ 168.00 per hour
Intern Landscape Designer	\$ 75.00 per hour
Field Test Technician	\$ 74.00 per hour
Field Test Technician/OT Rate	\$ 110.00 per hour
Project Geologist	\$ 153.00 per hour
Clerical/Accounting	\$ 60.00 per hour
Mileage	IRS Standard Rate



NRG Building Services
48 South Harrisburg St.
Harrisburg, PA 17113
(717) 939-2400
(717) 939-8583 – Fax
(717) 554-1209 – Cell

PROPOSAL

April 26, 2023

Mr. Jeff Curtis
Business Manager
Octorara Area School District
228 Highland Rd.
Atglen, PA 19310

***Re: Tridium N4 Building Automation System
Upgrade & DMS Control Replacement
Energy Curtailment Software***

Dear Mr. Curtis,

NRG Building Services, Inc. respectfully submits for your review and consideration the following proposal.

Objectives

- Replace the existing obsolete DMS control system w/new BACnet controls at the following buildings:
 - o Octorara Jr. High School
 - o Octorara Elementary School
- Upgrade the front end Graphical User Interface (GUI) to the latest Tridium N4 platform, including new databases, graphics, and the latest security updates.
- Provide ^eNRG System software for Peak Load Contribution curtailment.

General Scope of Work

- NRG shall replace DMS controllers with new BACnet controllers for the following systems:

Jr. High School:

- Hot Water System
- Domestic HW Monitoring

- Chilled Water System
- AHUs & RTUs
- VAV Boxes w/HW Reheat
- Unit Ventilators
- Fin Tube Radiation
- Exhaust Fans
- Locker Room CUHs

Primary Learning Center School:

- Hot Water System
 - Domestic HW Monitoring
 - Chilled Water System
 - AHUs/FCUs/UV
 - RTUs
 - Kitchen Unit & CUH
 - Exhaust Fans
- Replace existing Network Controllers and provide new BACnet communication cabling from the Network Controllers to the new BACnet controls.
 - Provide installation of the controls, control wiring and terminations.
 - Provide programming & setup of the controllers, testing & validation of the new controls, database work and new custom graphics, installed on a new Web Supervisor.
 - NRG shall provide a one-year warranty on all work as provided under this proposal.

Pricing

- The price for the above scope of work is **Seven Hundred Ninety Five Thousand and -----**
-----**00/100 Dollars (\$795,000.00).**

The pricing breakout is as follows:

Primary Learning Center	\$398,000.00
Jr. High School	\$397,000.00

Pricing based on CoStars
NRG Controls Contract Number: 028-E22-031

Pricing is valid until May 31, 2023.

Clarification Items

- IP addresses for the Network Controllers will need to be coordinated with the district IT department.
- Control devices (damper motors, control valves, switches, relays, power supplies, etc.) will be reused, and are assumed to be in good working order. Digital space thermostats for the DDC controllers will be replaced to ensure compatibility with the new system.
- All pricing assumes acceptance of this proposal and issuance of a purchase order from the district by May 31, 2023.
- Work to be completed by August 24, 2023.

If you have any questions regarding this proposal, please contact me at 717-939-2400.

Sincerely,

Jay Franklin
Vice President
NRG Building Services, Inc.

SERVICE AGREEMENT

Client Octorara Area School District
228 Highland Road | Suite 1 | Atglen, PA 19310

Services to be Provided The Chester County Intermediate Unit (CCIU) will provide a full-time professional staff member to serve as a Mathematics Instructional Coach/Facilitator.

The Mathematics Instructional Coach/Facilitator will attend full day CCIU Division meetings once a month, September 2023 – June 2024, dates to be determined.

Professional development days will be at the discretion of the Octorara Area School District.

Date(s) of Service Academic Year 2023-24

Location of Service Octorara Area School District
228 Highland Road | Suite 1 | Atglen, PA 19310

Fees \$165,329.00 – Total cost for the 2023-24 academic year

Terms All costs for the academic year will be invoiced over a ten-month period from September to June 2024.

Signature below indicates that this agreement has been received, read, understood, and its provisions accepted. Return one signed copy of this agreement to Kristi Firrantello, Innovative Educational Services, CCIU, 455 Boot Road, Downingtown PA 19335, or KristiF@cciu.org

Approvals

CCIU Contact

Client

Signature

Date

Bonnie J. Wolff
Board President
Chester County Intermediate Unit

Signature

Date

Dr. Elena Tachau
Director of Curriculum and Instruction K-12
Octorara Area School District
610-593-8238
etachau@octorara.org



AGREEMENT FOR SERVICES

Between
Octorara Area School District
And
CCRES

THIS AGREEMENT, dated as of June 5, 2023 is entered into by and between Octorara Area School District, a Pennsylvania public school entity having an address at 228 Highland Road, Suite 1, Atglen, PA 19310 ("OASD"); and CCRES, a Pennsylvania nonprofit corporation having an address at 406 Boot Road, Downingtown, PA 19335 ("CCRES").

BACKGROUND:

WHEREAS, OASD provides educational services, instructional support services and other similar services; and

WHEREAS, CCRES is organized to provide educational services, instructional support services and other similar services on a regional basis; and

WHEREAS, OASD hereby desires to engage CCRES to provide certain services to OASD at the request and direction of OASD, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and intending to be legally bound hereby, OASD and CCRES hereby agree as follows:

1. **Term of Agreement.** The term of this Agreement (the "Term") shall commence on the date hereof and shall terminate on August 30, 2023. Notwithstanding the termination of this Agreement, certain provisions in this Agreement may survive termination.
2. **Services of CCRES.** OASD hereby agrees to engage CCRES and CCRES hereby agrees to be engaged by OASD, as an independent contractor to provide the services identified on Proposal from CCRES (Schedule "A") hereto (the "Services") for OASD at the request or direction of OASD. OASD and CCRES may change the Services to be provided by CCRES or OASD hereunder, from time to time, by preparing, executing and affixing a new Schedule "A" hereto, whereupon the services described on the new Schedule "A" shall be deemed to be the Services to be provided by CCRES to OASD hereunder. CCRES shall timely complete all Services in a high-quality manner consistent with the requirements of this Agreement.
3. **Compensation for Services.** For and in consideration of the provision of the Services by CCRES as provided herein, OASD shall pay to CCRES the fees (the "Fees") for such Services as are set forth on Schedule "B" hereto.

- a. In the event that the Public School Employees' Retirement System (PSERS) imposes any employer charges directed to CCRES as the result of providing any services to OASD, OASD shall be responsible to pay any and all such penalties or contribution charges to CCRES in accordance with the payment of fees provision set forth above. This provision shall also survive termination of this Agreement or the term of this Agreement.
 - b. CCRES shall secure, renew, and remain in compliance with the Act 34 Pennsylvania Criminal History Background Check, Act 114 FBI Clearance, Act 126 Mandated Reporter Training, Act 151 Child Abuse Clearance, Act 168 of 2014, and any other legally required clearances and will provide documentation of compliance upon request for all hired Educational Consultants contemplated under this Agreement. No service provider shall be permitted onto a District facility without CCRES first providing satisfactory written evidence of each clearance listed above.
4. **Payment of Fees.** CCRES shall submit bi-weekly written invoices to OASD for the Fees payable for the Services provided during the previous month. All Fees payable by OASD to CCRES shall be paid by OASD within thirty (30) calendar days following receipt by OASD of an invoice from CCRES therefor. All invoices from CCRES to OASD shall be accompanied by such time records and other documentation as shall be reasonably necessary for OASD to confirm the Services provided by CCRES and the Fees payable in connection therewith, and otherwise in a form agreed by CCRES and OASD. If there is a dispute concerning any invoice, OASD shall withhold only the amount in dispute until the dispute is resolved.
5. **Relationship of Parties; Performance of Services.**
 - a. It is hereby understood and agreed that CCRES is, and in performing the Services under this Agreement, acting in the capacity of, an independent contractor of OASD, and that CCRES is not an agent, servant, partner, joint venture, shareholder or employee of OASD. Subject to any reasonable rules and regulations established by OASD with regard to the performance of Services, CCRES shall be free to exercise CCRES' discretion and judgment as to the manner in which CCRES performs the Services hereunder. CCRES hereby acknowledges that CCRES has been advised by OASD that, as an independent contractor of OASD under this Agreement, CCRES is responsible for the payment of all CCRES's own Federal taxes and those of its employees, including, but not limited to, income and self-employment taxes (FICA), together with any and all corresponding Federal, state and local employment and other taxes, if any, and CCRES hereby agrees to promptly satisfy such obligations. CCRES hereby waives and releases OASD from any claim which CCRES has or may have against OASD now or in the future respecting such taxes on behalf of CCRES and/or employees of CCRES.
 - b. Each party hereto shall advise its employees that they are not the employees of the other party hereto, and are not entitled to such employment, unless and until such employees are hired by the Board of Directors or the other party hereto and they are notified in writing to that effect. In no event shall CCRES and OASD be deemed "joint

employers.” Each of the parties hereto are solely responsible to hire, assign, promote, discipline, and terminate its own employees.

- c. CCRES is responsible to hire and assign its employees or contractors to carry out the duties CCRES is contracted to perform for, or on behalf of OASD under the terms of and conditions of this Agreement.
- d. At its sole discretion, OASD may, without cause or prejudice, deny placement of a CCRES employee or cause removal of a CCRES employee or contractor working at the District.
- e. OASD shall not refuse to accept the assignment of any CCRES employee or contractor, and CCRES shall not refuse to hire, discipline, fire or otherwise deal with any employee or prospective employee or contractor on the basis of the employee’s race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
- f. All CCRES employees will require to comply with Pennsylvania Department of Education’s Act 126 – Child Abuse Recognition and Reporting Act, Act 168 of 2014, and Act 22 – Special Education Services and Programs. The OASD shall assist in coordinating educational opportunities for CCRES employees serving within the District and reimburse CCRES for costs associated with the training sessions.
- g. CCRES will solicit the input from the OASD’s supervising employee and incorporate said input into the annual performance evaluation for CCRES employees assigned to the District.
- h. CCRES shall be responsible to OASD for acts and omissions of CCRES’ employees or contractors and their respective agents and employees, and other persons and entities performing any of the Services for or on behalf of CCRES or any of its contractors. CCRES shall enforce strict discipline and good order among its employees, contractors and other persons performing the Services.
- i. Neither party has the authority or power to, and shall not represent itself to have the power to, pledge, assign, bind, waive or otherwise obligate the other party hereto or any of its officers, directors, employees, agents, representatives, members, assets, properties or rights.
- j. CCRES shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Services and shall comply with and give any and all notices required by any and all applicable laws, ordinances, rules, statutes, regulations and lawful orders (collectively “Laws”), or any courts, municipal, public or other Federal, state and/or local governmental bodies, agencies or authorities (collectively, “Governmental Bodies”). CCRES shall perform the Services in strict accordance with all applicable laws.

6. **Indemnification**. To the fullest extent permitted by applicable Laws, CCRES shall and hereby agrees, for itself and its successors and assigns, to indemnify, hold harmless and, if so

requested, defend OASD and its employees, officers, directors, agents, representatives and their respective heirs, executors, administrators, personal representatives, successors and assigns (collectively, the “Indemnitees”) from and against any and all claims, damages, losses, liabilities, suits, charges, fines, taxes, fees, penalties, orders, settlements, judgments, actions, causes for action, costs and expenses (including reasonable attorney’s fees) arising out of or related to: (i) the Services, (ii) the actions or inactions of CCRES and/or its employees, contractors and agents, and (iii) the breach by CCRES or any agreement, covenant, representation or warranty in this Agreement, regardless of whether any of the foregoing is caused in part by any of the Indemnitees.

7. Insurance

- a. Unless waived in writing by OASD, CCRES shall purchase from and maintain with a reputable company or companies lawfully licensed and authorized to do business in the Commonwealth of Pennsylvania, upon such terms and conditions as are satisfactory to CCRES, in its sole discretion, the following policies of insurance:
 - i. comprehensive commercial liability insurance insuring against claims for damages resulting from bodily injury, sickness, disease of any person and claims for damages or injury to or destruction of property, and all other claims customarily covered under a comprehensive policy, with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and subject to an aggregate limit of Three Million Dollars (\$3,000,000.00) per annum;
 - ii. worker’s compensation insurance in such amounts and upon such terms as may be required under any worker’s compensation, disability benefit or other similar employee benefit Laws; and
 - iii. insurance against claims of any Indemnatee pursuant to the indemnification provisions of this Agreement, subject to a limit satisfactory to CCRES in its sole discretion.
- b. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Services until the date of final payment of the Fee. Certificates of insurance, evidencing the insurance required herein, shall be filed with OASD prior to commencement of the Services, and as otherwise requested by OASD (together with a certified copy of the policy, if so requested). The certificates of insurance provided to OASD hereunder shall provide that coverage afforded under the applicable policies will not be cancelled, modified or allowed to expire until at least thirty (30) days’ prior written notice has been given to OASD.
- c. CCRES hereby waives all rights of subrogation against the Indemnitees for damages to the extent covered by insurance maintained or required to be maintained by CCRES hereunder. All policies of insurance secured by CCRES hereunder shall include waivers of subrogation against the Indemnitees.

8. Nondiscrimination/Sexual Harassment/American with Disabilities Act

During the Term, CCRES hereby agrees as follows:

- a. In the hiring of any employees for the performance of any of the Services, CCRES, or any person acting on behalf of CCRES, shall not discriminate by reason of race, color, gender, gender identification, religion, national origin, disability that can reasonably be accommodated, or for any other illegal reason.
 - b. Neither CCRES, nor any person acting on behalf of CCRES, shall discriminate against or intimidate any employee involved in the performance of work or any activity required under this Agreement on account of race, color, gender, gender identification, religion, national origin, disability that can be reasonably be accommodated for any other illegal reason.
 - c. CCRES shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. A copy of this policy and all updates thereto shall be provided to OASD.
 - d. CCRES understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from providing or receiving any Services under this Agreement on the basis of a disability that can reasonably be accommodated.
9. **Intellectual Property**. Neither OASD nor CCRES shall assert any ownership rights in any of the intellectual property of the other party, their subcontractors and/or suppliers. OASD hereby grants to CCRES a royalty-free, non-exclusive, non-transferable license for use of any of OASD's intellectual property to the extent necessary for CCRES to provide the Services as contemplated under this Agreement.
10. **Assignment and Subcontracting**. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. CCRES shall not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without prior written consent of OASD, which consent may be withheld at the sole discretion of OASD. CCRES shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without prior written consent of OASD, which consent may be withheld at the sole discretion of OASD.
11. **Termination**. OASD and CCRES shall each have the right to terminate this Agreement, for any or no reason, at any time or at such a new superintendent assumes the role for the school district. At time of termination by either party, CCRES shall promptly cease performance of the Services except for those Services reasonably required to transition responsibility for said Services over to OASD and shall provide an accounting thereof through the termination date.
12. **Dispute Resolution**. All disputes under this Agreement shall be addressed pursuant to the following procedures unless specifically stated otherwise:

- a. A party shall give written notice of the dispute and a request that the other party cure the disputed event within ten (10) business days of such party's receipt of such notice. Such notice shall specify the nature of the disputed event or default. If, within the foregoing ten (10) business day period, the recipient of the notice notifies the party providing the notice that it has commenced and will diligently prosecute the cure of such disputed event or default, and in fact continues with due diligence to cure the disputed event or default, then the cure period shall be extended for a reasonable period of time to cure the disputed event or default.
- b. If a disputed event or default is not cured in accordance with Subsection 12.a. above, then the parties shall convene a mediation panel within twenty-eight (28) days following the lapse of the cure period provided for therein. The panel shall be composed of a representative of each party and, upon the demand of either one, a mutually-acceptable third person. In the event of a party's failure to agree to any proposed third person within fourteen (14) days of a written proposal, the two (2) mediators shall select the third mediator. The decision of the mediators shall issue within sixty (60) days following appointment of the full panel of mediators, unless otherwise agreed to by all mediators, which decision shall be advisory only and shall be non-binding on the parties. Each party shall bear its own costs, fees and expenses of the mediation, and the fees of the mediators shall be split equally by the parties hereto.
- c. Failing a satisfactory resolution of the mediation, either party may, after seven (7) days following the decision of the mediators, and as the sole remedy of the aggrieved party, commence litigation of the dispute, which shall be conducted pursuant to the commercial dispute resolutions rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on all parties and shall be deemed to be a final adjudication which is enforceable in the courts of the Commonwealth of Pennsylvania.

13. Miscellaneous

- a. All schedules, exhibits and attachments hereto are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within in.
- b. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and effective when delivered personally or by certified mail, postage prepaid, return receipt requested or overnight courier or confirmed facsimile transaction, addressed to the address for such party set forth above, or to such other place and with such other copies as either party may designate as to itself by written notice to the others listed above.
- c. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with and governed by the applicable Laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles. It is expressly agreed and stipulated that this Agreement is deemed to have been made in Chester County, Pennsylvania. Any action or proceeding seeking to enforce any

provision of, or based on any right arising out of this Agreement may be brought against either of the parties solely in the courts of the Commonwealth of Pennsylvania in and for the County of Chester. The parties hereto consent and hereby submit to jurisdiction of said courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue therein: provided, however, that OASD may commence suit in any other forum if necessary, to protect or enforce its rights hereunder. Process in any action or proceeding referred to in the preceding sentence may be served on any party, by certified mail in lieu of personal service.

- d. This Agreement, together with all schedules and exhibits hereto, constitutes the entire Agreement among parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party or parties to be bound thereby.
- e. This Agreement is for the benefit of, and may be enforced only by the parties hereto and their respective affiliates, and is not for the benefit of, and may not be enforced by, any other party, except the Indemnitees or as otherwise expressly provided herein.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.
- h. The headings of the Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- i. All costs and expenses incurred in connection with negotiation, preparation, execution, delivery, performance and enforcement of this Agreement and consummation of the transactions contemplated hereby shall be borne and paid by the party incurring such expenses.
- j. The rights and remedies of the parties to this Agreement are cumulative and not exclusive of any rights or remedies which the parties would otherwise have. No single or partial exercise of any such right or remedy by a party, and no discontinuation of steps to enforce any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such party.
- k. All covenants and agreements of the parties set forth herein shall continue in full force and effect from and after the date hereof until such date as all of such covenants and agreements have been satisfied in full or waived, or this Agreement has otherwise

been terminated, except for such covenants and agreements as survive such termination by their own terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, intending to be legally bound, as of the day and year first above written.

CCRES

DocuSigned by:
By: Michael Kelly
12FCA07EB3CA4E8...
CCRES Executive Director

Date: 5/31/2023

DocuSigned by:
By: [Signature]
EAD5F20B943AD413...
CCRES Board Chairperson

Date: 5/31/2023

OASD

By: _____
OASD Superintendent

Date: _____

By: _____
OASD Board President

Date: _____

Schedule "A"

SERVICES

1. CCRES will provide the following Consultant as shall be needed to provide appropriate Superintendent/Administrative Services to the OASD. The Consultant Services to be provided by CCRES includes:
 - a. Educational Consultant
 - i. Catherine Rossi – Interim Human Resource Director, effective: June 5, 2023 through August 30, 2023
2. In addition to the other duties and responsibilities of CCRES as set forth herein, it is agreed by the parties that CCRES, as the common law employer, will provide appropriate human resources and management services with respect to its employees or contractors assigned to staff the OASD Program. These services shall include, without limitation, recruitment, interviewing, paying, supervising (subject to the District's right under this Agreement to reject specific service providers), and training as required and mutually agreed upon.

Schedule “B”

FEES

1. From June 5 – August 30, 2023 (or less depending on the needs of the OASD), the fees to be remitted to CCRES by OASD for Interim Human Resource Director Services, shall consist of per diem rate of service performed by the respective consultant as follows:

<u>Employee/Consultant Position</u>	<u>Fee</u>
Educational Consultant Catherine Rossi	\$121.00 per hour

**ADDENDUM TO CONTRACT FOR SERVICES AGREEMENT
BETWEEN AUSTILL'S REHABILITATION SERVICES, INC.
AND
OCTORARA AREA SCHOOL DISTRICT
July 1, 2023**

This ADDENDUM to the LETTER OF AGREEMENT ("Addendum") is made on May 31, 2023 by and between AUSTILL'S REHABILITATION SERVICES, INC. with offices at 100 John Robert Thomas Drive, Exton, PA 19341 ("Austill's") and Octorara Area School District, with offices at 228 Highland Avenue, Suite 1, Atglen, PA 19310 ("Octorara").

Austill's contracted with Octorara on May 11, 2011.

NOW THEREFORE, the parties, in consideration of the premises and the covenants and promises contained in the LETTER OF AGREEMENT do hereinafter agree to as follows:

2. Term. All terms and conditions of the Contract for Service Agreement shall remain in full force and continue through June 30, 2024 unless terminated by either party upon sixty (60) days prior written notice to the other party.
5. Compensation/Reimbursement for Services. Austill's will be reimbursed at the following rate structure:

	Contract Year 1 (7/1/23 – 6/30/24)
OTR and PT per hour	\$66.46
COTA and PTA per hour	\$56.96

Reimbursement will include, but is not limited to, the following: on-site evaluation/consultation/treatment time; off-site follow-up documentation/ consultation time; travel time between Octorara locations; and travel time to and from one itinerant student per off-site location. An itemized accountability form detailing specific student services rendered each month will be generated and furnished to Octorara for each therapy service provided.

An itemized invoice form detailing specific student services rendered each month will be generated and furnished for each therapy service provided.

All other terms and conditions will remain the same.

AUSTILL'S REHABILITATION SERVICES, INC.



Lynn Lopez
Senior Vice President of Educational Services



Date

OCTORARA AREA SCHOOL DISTRICT

Authorized Representative

Date



STAFFING AGREEMENT

This Personnel Staffing and Recruitment Services Agreement (hereinafter "Agreement") is entered into between **Octorara Area School District** (hereinafter "Client") and **General Healthcare Resources, LLC d/b/a GHR Education** (hereinafter "GHR"), effective date of signature.

Because GHR is in the business of recruiting employees (hereinafter "Personnel") and referring them to work with Clients throughout the United States and because the Client may be in need of Personnel to staff the Client or Clients (see attached for a complete listing of Clients covered by this agreement if applicable), therefore, the Client and GHR do hereby agree as follows:

SCOPE OF WORK

Client from time to time may need assistance from GHR to source and place contract academic professionals, or Personnel, on contract assignments, including, but not limited to, clinical and non-clinical personnel. These can include, but is not limited to paraprofessionals, teachers, teaching assistants, nurses, counselors, teachers' aides, psychologists, therapists (including SLP, PT, PTA, OT and COTA), as well as other academic professionals as they are needed.

GHR's DUTIES

1. To provide Personnel, who are employed by GHR to the Client to function as staff for the Client. In no way are GHR employees affiliated with Client, and at all times are under the sole employment of GHR. GHR employees are not eligible for Client benefits, including but not limited to, Pension and Health Insurance policies.
2. To provide Personnel, to fill the specific position(s) and shift(s) that the Client requires and indicates.
3. GHR will follow all Federal and State specific Department of Education guidelines and requirements and will provide all documentation and clearances prior to start date.
4. To provide Professional Malpractice and General Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) in the annual aggregate and Workers' Compensation in at least the minimum amount required under applicable State law for all supplemental Personnel provided by GHR to Client under this Agreement. Client acknowledges that GHR's Professional Liability Insurance Policies are written on a "claims made" basis. GHR shall continuously maintain such insurance during the term of this Agreement.
5. To verify United States citizenship and maintain all documents required by the Immigration and Control Act of 1986.
6. General Healthcare Resources, LLC is an Affirmative Action/Equal Opportunity Employer. In connection with the performance of work under this Agreement and in accordance with all applicable civil and state laws, not to discriminate against any employee or applicant for employment because of race, color, religious creed, disability, marital status, ancestry, national origin, sexual orientation, age, sex, veteran status, genetic predisposition, or any other class protected by law. GHR shall comply, and shall ensure that GHR's employees and independent contractors comply, with Client's nondiscrimination policies and procedures and all applicable Federal and State laws and regulations in the performance of its duties under this Agreement.
7. GHR hereby represents and warrants that it is not now, and at no time has been, excluded from participation in any Federal healthcare programs, including Medicare and Medicaid. GHR agrees to immediately notify Client of any threatened, proposed, or actual exclusion from participation in any Federal healthcare program, including Medicare and Medicaid.
8. To assign a GHR representative to be available to Client for consultation as needed.
9. Following receipt of Client's documentation of unsatisfactory performance or conduct, GHR agrees to dismiss or reassign any Personnel. Nothing herein shall interfere or abridge Client's right to immediately suspend and/or terminate any Personnel for any reason associated with unsatisfactory performance or violation of any Client rule or regulation that has been previously provided to GHR.
10. HIPAA Policy - As a Business Associate of the Client, GHR acknowledges and assures that it maintains a HIPAA Policy with each of its employees, and each of GHR's agents, representatives, officers and employees will comply with GHR's HIPAA Policy, and shall agree to safeguard each patient's medical information according to GHR's policies.
11. FERPA AND HIPAA – GHR shall observe any and all requirements that may pertain to FERPA or HIPAA as it relates to student records and shall comply with Client's policies, state, and federal law regarding the same. To the extent required by law, GHR shall protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to GHR as the result of providing services pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder by the United States Department of Health and Human Services. GHR may use and/or disclose PHI received by GHR solely for the purposes of providing the services pursuant to this Agreement, and GHR shall not use or further disclose Client's PHI other than as permitted or required by this Agreement or as required by law. GHR shall use appropriate safeguards to prevent uses or disclosures of Client's PHI that are not provided for in this Agreement, and GHR shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of GHR's operations and the nature and scope of its activities so as to protect PHI and student-protected FERPA information.

12. Privacy and Confidentiality Policy – GHR is committed to maintaining the privacy, confidentiality and security of personal and other sensitive information of Client. This includes online privacy and appropriate physical security of records and security safeguards for computer and network systems. This policy applies to all business information regardless of format or how it is collected, stored or recorded.

CLIENT's DUTIES

1. To notify GHR of the number of Personnel needed by the Client, the proposed starting date for Personnel and the job description and applicable responsibilities for any requested Personnel.
2. To notify an appropriate GHR representative immediately and provide in writing, evidence of unsatisfactory performance or misconduct of Personnel provided by GHR.
3. Client agrees to provide GHR with written notice of any employee related incident within 24 hours of any specific occurrence involving any of GHR's employees. Once written notification has been provided to an appropriate GHR contact; Client will be contacted by GHR's Director of Human Resources to discuss what measures will be taken to resolve any immediate issues or address any future concerns.
4. All amounts payable by Client are due within forty-five (45) days from the invoice date as stated on the applicable GHR invoice for which services were rendered without deduction or setoff and including all applicable state taxes, unless Client is tax exempt and provides a valid exemption certificate. Client agrees to notify GHR within 24 hours of any invoice discrepancies and not to short pay any GHR invoice unless agreed upon in writing by both parties. Should Client default on this agreement GHR shall have the right to impose a finance charge equal to 10% of the outstanding balance and Client agrees to pay for all costs and legal fees associated with GHR's collection efforts, until the entire debt has been paid in full to GHR.
5. Provide GHR signed timecards by an authorized representative of the Client each Monday morning by 9:00AM or agree to participate in using GHR's automated biometric time clock system.
6. Agree to compensate GHR for services rendered as established in all signed attachment(s).
7. Provide GHR's employees with the necessary and sufficient direction, information and orientation to assure each employee's ability to perform its duties in a safe manner and to the Client's satisfaction.

MISCELLANEOUS PROVISIONS

1. Indemnity

Client agrees to indemnify, defend and save GHR harmless from, against, for and in respect of all claims, actions, damages, losses, liabilities, deficiencies or judgements ("Claims"), including, but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred or required to be paid by GHR and are caused by any breach of this Agreement by Client or arising out of Client's performance of its obligations under this Agreement. Notwithstanding this indemnification, nothing shall require Client to indemnify GHR for any Claims that arise or accrue as a result of the negligent, willful, or intentional conduct of GHR, its agents, or employees.

GHR agrees to indemnify, defend and save Client harmless from, against, for and in respect of all claims, actions, damages, losses, liabilities, deficiencies or judgements ("Claims"), including, but not limited to, reasonable attorney's fees and other costs and expenses incident to any suit, investigation, claim or proceeding, which are suffered, sustained, incurred or required to be paid by Client and are caused by any breach of this Agreement by GHR or arising out of GHR's performance of its obligations under this Agreement. Notwithstanding this indemnification, nothing shall require GHR to indemnify Client for any Claims that arise or accrue as a result of the negligent, willful, or intentional conduct of Client, its agents, or employees.

2. Contract Term

This Agreement shall be in effect from the date of its execution for a minimum period of one (1) year and continues until it has been terminated by either party, giving thirty (30) days written notice of such termination to the other party.

3. Notices

Any notice or other communication by either party to the other will be in writing and will be deemed to have been given when hand delivered, sent by nationally-recognized overnight delivery service, or mailed, postage prepaid, registered or certified mail, addressed as follows: General Healthcare Resources, LLC, 2250 Hickory Road, Suite 240, Plymouth Meeting, PA 19462, Attn: Controller.

4. Access to Books, Documents and Records

For a period of four years after the expiration or termination of this Agreement, GHR shall make available, upon request from the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, this Agreement and books, documents and records of GHR that are necessary to verify the nature and extent of the costs of the services provided hereunder by GHR, in accordance with applicable United States government regulations in effect from time to time.

5. Confidential Information

Both parties shall comply with all federal and state laws and regulations and with all bylaws, rules, regulations regarding the confidentiality of patient related information.

6. **Assignment; Parties Bound**

Client may not assign this Agreement or its rights or obligations hereunder without the prior written consent of GHR. GHR may assign this Agreement and its rights and obligations to a third party, including in connection with (i) an assignment to GHR's parent corporation, GHR Healthcare, LLC ("Parent") or any of its subsidiaries or affiliates or (ii) an assignment to a third party who acquires all or substantially all of Parent's assets whether through purchase, merger or otherwise. Upon any valid assignment, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

7. **Remedies For Nonpayment**

If the Client does not pay GHR through no fault of GHR, within seven (7) days from the time payment should be made as provided in this Agreement, GHR may, without prejudice to any other available remedies, upon seven (7) additional days' written notice to the Client, stop the Work of this contract until payment of the amount owing has been received. The compensation due shall, by appropriate Modification, be increased by the amount of the GHR's reasonable costs of demobilization, delay, remobilization, late fees and counsel fees.

8. **No Waiver**

The waiver by either party of any breach or violation of any provision of this Agreement will not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

9. **Workers Compensation**

The Client's obligation to defend, indemnify and hold GHR harmless shall not be limited or restricted by the amount or type of damages, compensation or benefits payable under any workers' compensation, disability benefit or other employee benefit acts. Said obligation to indemnify and defend GHR includes, but is not limited to, claims wherein Client is required to indemnify GHR from liability for GHR's alleged acts and/or negligence which result in harm to the Client or agents, employees, officers and representatives of the Client. In such event, the Client waives the protections of the Workers' Compensation Act.

10. **Waiver of Subrogation**

To the extent permitted by law, Client waives all rights of recovery or Subrogation and all claims against GHR and its agents, servants, representatives, employees and officers to the extent those claims are covered by Insurance obtained, whether or not those claims are out of the negligence, strict liability or other actions or inaction's of GHR or its agents, servants, representatives, employees and officers.

To the extent permitted by law, GHR waives all rights of recovery or Subrogation and all claims against Client and its agents, servants, representatives, employees and officers to the extent those claims are covered by Insurance obtained, whether or not those claims are out of the negligence, strict liability or other actions or inaction's of Client or its agents, servants, representatives, employees and officers.

11. **Limitation of Liability**

With the exception of the parties' indemnification obligations set forth above, in no event, including, without limitation, negligence or any other theory of liability, shall GHR, its subsidiaries, attorney's, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to the Client, its employees, agents, officers, directors, employees or partners, or any third party for any special, punitive, incidental, indirect, exemplary or consequential damages of any kind.

With the exception of the parties' indemnification obligations set forth above, in no event, including, without limitation, negligence or any other theory of liability, shall Client, its subsidiaries, attorney's, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to GHR, its employees, agents, officers, directors, employees or partners, or any third party for any special, punitive, incidental, indirect, exemplary or consequential damages of any kind.

12. **Section Headings**

The section headings in this Agreement are for convenience only and will not affect its interpretation.

13. **Entire Agreement**

This Agreement and all attachments and exhibits set forth all of the promises, covenants, agreements, conditions and undertakings between the signing parties with respect to the subject matter of this Agreement, and shall supersede all prior written or oral understandings between the Client and GHR.

14. **Survival**

Client's obligations pursuant to Articles 1 and 5 shall survive the termination of this Agreement.

15. **Governing Law; Venue**

This Agreement and all of the rights and obligations of the parties hereto will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the Commonwealth of Pennsylvania. The parties hereto agree that Court of Common Pleas, Philadelphia, will be the proper place of venue for suit on or in respect of this Agreement.

16. **No Construction Against Drafter**

No inference in favor of or against either party to this Agreement shall be drawn from the fact that such party has drafted any portion of this Agreement.

17. **Execution**

This Agreement may be executed in counterpart and delivered by facsimile or email pdf and same shall, when taken together, constitute a good, binding and fully executed Agreement properly delivered.

In consideration of the mutual promises set forth herein, both parties do adopt this Agreement.

**Octorara Area School District
228 Highland Avenue
Atglen, PA 19310**

**General Healthcare Resources, LLC
d/b/a GHR Education
2250 Hickory Road, Suite 240
Plymouth Meeting, PA 19462**

Signature

Signature

Print

Print

Title

Title

Date

Date

4. **Transitional Placement Policy**

Client has the option of hiring GHR's Personnel that have previously worked or who are currently working at Client through GHR for a reduced placement fee. In order to qualify for any reduction in placement fees, Personnel must have worked a minimum of (1040) hours within the last twelve months through GHR at Client. Client must also provide immediate notification of intent to hire to an appropriate GHR contact, providing at least fifteen (15) days prior notification to GHR before canceling any of Personnel's current assignments, and before offering any of GHR's Personnel employment at Client. Client agrees to pay GHR the following fee schedule for each placement, unless otherwise agreed upon by Client and GHR in writing:

Worked 1041 + hours: 10% buyout

**Octorara Area School District
228 Highland Avenue
Atglen, PA 19310**

Signature

Print

Title

Date

**General Healthcare Resources, LLC
d/b/a GHR Education
2250 Hickory Road, Suite 240
Plymouth Meeting, PA 19462**

Signature

Print

Title

Date

**ATTACHMENT
SCHOOL STAFFING FEE SCHEDULE**

1. **Client agrees to pay GHR fees as follows:**

THERAPY	PCA
Hourly Rate	\$35.00

In the event the district needs additional temporary services, the following can be made available at the prices listed below:

NURSING	RN	LPN	CSNRN
Hourly Rate	\$62.00	\$52.00	\$72.00

THERAPY	PT	OT	SLP	RBT
Hourly Rate	\$85.00	\$85.00	\$90.00	\$45.00

Behavioral Health	Licensed Psychologist	School Counselor	BCBA	BSC
Hourly Rate	\$105.00	\$65.00	\$95.00	\$90.00

- Overtime bill rate is time and one-half for all hours worked by GHR employee over forty (40) hours in any given week.
- Mandatory In-service days, orientations, or professional development days will be billed at standard rate.

2. **Cancellations**

Client agrees to provide GHR with at least two (2) hours prior notification before canceling any previously confirmed per diem assignment. Cancellations of any per diem assignment with less than the requested prior notification to GHR, will result in a two (2) hour charge to Client at the appropriate scheduled rate. Client also agrees to provide GHR two (2) weeks' prior notification before canceling any ongoing or contract assignment. Cancellations of any ongoing or contract assignment with less than the requested prior notification to GHR, will result in a two (2) week charge to Client at the appropriate scheduled rate. If a shift is cancelled during an ongoing or contract assignment, GHR will bill the client the total hours of the scheduled shift.

3. **Direct Placement Policy and Non-Switch Policy**

In consideration of GHR's efforts to locate and assign Personnel under this Agreement, Client agrees not to employ any Personnel referred by or scheduled through GHR for a period of one year from referral, receipt of resume, shift confirmation, or last date worked at Client through GHR without first paying GHR a direct placement fee. Upon hiring any of GHR's Personnel, Client agrees to pay GHR the following fee schedule within thirty (30) days of candidate's start date, including all applicable state taxes, unless Client is tax exempt and provides a valid exemption certificate.

- **All Positions** - 22.5% of first year's annual compensation at Client, including any shift differentials, and sign on bonuses.

Any Personnel hired by CLIENT solely for direct placement through a GHR referral shall be guaranteed for a period of thirty (30) days from their start date. Should any GHR referred Personnel terminate employment for just cause or become terminated for just cause within the first thirty (30) day period, GHR will retain and apply the fee to any outstanding invoices, or refund 100% of the placement fee.

If GHR's Personnel is currently working, or has worked for client through GHR within the last 365 days, that particular Personnel shall remain GHR Personnel and cannot work at any CLIENT location through any other agency for a period of one year from the last date worked through GHR. Should such event occur, the CLIENT will be charged the applicable Transitional Placement fee.

CONTRACT FOR THE TRANSPORTATION OF SCHOOL PUPILS

All contracts for transportation of school pupils shall be executed in accordance with this form.

THIS AGREEMENT ENTERED INTO THIS 31st DAY OF May 2023, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE OCTORARA AREA SCHOOL DISTRICT HEREINAFTER REFERRED TO AS THE BOARD, AND FAITHFUL TRANSPORTATION, LLC, HEREINAFTER REFERRED TO AS THE CONTRACTOR, WITNESSETH:

1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation for school pupils who shall be designated by the BOARD, to and from such points, along and over such routes, and at times set forth in schedule attached hereto and made a part hereof for the school year of 2023/24.
2. The BOARD shall pay the CONTRACTOR the sum of TWO DOLLARS AND TWENTY FIVE CENTS (\$2.25) per mile that the van transports said pupils, beginning and ending at the depot. Additionally, any tolls incurred shall be submitted for reimbursement.
3. The BOARD shall pay the CONTRACTOR the sum of TWENTY FIVE DOLLARS (\$25.00) per hour for each aide that the contractor provides. If the aide works greater than eight hours in a 24-hour period, the BOARD shall pay the CONTRACTOR THIRTY DOLLARS (\$30.00) for each hour that the aide works beyond the first eight hours.
4. If there are any virtual days due to a school shutdown for any reason, The BOARD shall pay the CONTRACTOR the sum of ONE HUNDRED FIFTEEN dollars (\$115.00) per vehicle for each day that school is closed.
5. The CONTRACTOR shall be paid monthly (net 30 days) based on submitted invoices for services. The CONTRACTOR shall invoice before the 10th of each month for the previously scheduled services and include all supportive data.
6. Transportation upon the terms and conditions herein specified in items 1 to 22 inclusive shall begin on July 1st, 2023.
7. This contract shall terminate on June 30, 2024 unless terminated earlier for causes or mutual consent of the parties hereto.

(Continued on page 2)

IN WITNESS WHEREOF, the parties above named have hereto set their hands and seals the day and year aforesaid.

CONTRACTOR:

Social Security or Tax Number: 81-3878184

Contractor Name: Faithful Transportation

Address: P.O. Box 585

Manheim, PA 17545

Principal or Executive Director: 

Date: 05/31/2023

FOR THE BOARD OF SCHOOL DIRECTORS OF OCTORARA AREA SCHOOL DISTRICT:

Date: _____

President: _____

Address: _____

8. The CONTRACTOR shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School buses and Type A vehicles shall meet the minimum standard of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of August. Type B and C school vehicles shall conform to the minimum standards of the Bureau of Traffic Safety. All vehicles shall confirm to the provision of the laws of the Commonwealth, and shall be in good mechanical and sanitary condition.
9. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
10. Every school bus driver shall meet all the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility, provided, that such operations shall have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission or the Department of Transportation.
11. The service rendered under this contract shall be as indicated on email and agreed upon by both parties.
12. Bus routes and bus stops shall be determined by the Board and may be modified by the Board as occasion demands. The operator shall not deviate from the designated route except by written consent of the Board or, in the case of an emergency, which shall be reported promptly to the BOARD or the Board's designated representative.
13. An operating time schedule shall be prepared by the BOARD in cooperation with the CONTRACTOR. This schedule shall designate the time and place of all bus stops, both morning and evening, and shall be posted in the bus and at the school. The bus shall not depart from any designated stop before two minutes after the scheduled time unless all pupils to be transported from that point are aboard. The time schedule may be modified by the BOARD as occasion demands but only after due notice has been given to parents and operator.
14. Pupils shall be taken on and discharged from the bus only at the designated stops and at extreme right of the road. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start his bus or signal the driver of any vehicle, who has stopped in compliance with the provisions of Section 3208 of the School Laws of Pennsylvania, to proceed until after each child who may have alighted there from shall have reached a place of safety.
15. No person other than a school pupil shall be transported in a school vehicle except that a teacher or other school official may ride when designed by the BOARD. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.
16. A school bus, including Type A vehicles shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker". All other public conveyances when transporting school children under contract shall provide adequate seating for each student with no standees permitted.
17. The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Penn Dot, as promulgated from the Vehicle Code.
18. It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the aforesaid school district.
19. This contract shall not be transferred. Another school bus which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the BOARD or the designed representative; but only for the duration of the emergency.
20. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination in accordance with Item 4.
21. The BOARD shall adjust all matters arising out of this contract not specifically provided for therein.
22. Attach all additional conditions between the BOARD and CONTRACTOR that have not been listed.



A Memorandum of Understanding between

Octorara Area School District, 228 Highland Park Rd, Suite 1, Atglen, PA 19310
&
Delaware County Community College (DCCC), 901 South Media Line Rd, Media PA 19063

JULY 1, 2023 through JUNE 30, 2024

College in the High School – POL 120, BUS 100, ACCT 111, TCC 112, TCC 122

Instructional Model

- The District will offer students the opportunity to enroll in mutually agreed upon DCCC courses through the College in the High School model.
- Courses will be taught by a high school instructor, vetted by the College's discipline area Dean or Assistant Dean.
- All classes will use the textbooks required by the College as well as the College's assessment materials for each course.
- The discipline Dean, Assistant Dean, or designee will validate that the instructional delivery will meet the College's requirements relative to competencies, course materials and assessment outcomes.

Student Eligibility

- Current students in grades ten through twelve who are approved by the High School and meet the College prerequisites may be considered for participation.
- Students must demonstrate potential for success as determined by the College.
- Students must submit an online Dual Enrollment Application.
- Students demonstrating potential will be placement tested to ensure adequate college readiness needed for success unless they submit approved documentation to waive the placement test (visit dccc.edu/assessment for a full list of waiver options). Please note that minimum placement scores may vary for individual math courses and additional testing may be needed for entrance into higher level courses.
- Only those students who are qualified and have met course prerequisites will be registered.

Delivery Model

- Classes will be delivered in a format agreed upon by both the College and the High School.
- A minimally enrolled number of students will be required for individual courses to run.
- All registered students will receive a grade for the course consistent with the College's grading policies. Grades are given within the 10-point grading scale. Letter grades will be awarded at the end of each term.
- The High School's Principal, or designee, and the designated member of the College's Dual Enrollment Committee, or designee, will serve as contacts for operational issues.
- The High School's Principal, or designee, and the designated faculty member, Dean, Assistant Dean, VP for Academic Affairs, or designee, will serve as the contact for academic issues.
- Students must abide by DCCC's policies as outlined in the Student Handbook: www.dccc.edu/studenthandbook.
- Courses will be offered consistent with the College's academic calendar.

Faculty Requirements and Expectations

- Courses will be taught by High School instructors who are approved to teach by the College's division Dean, Assistant Dean, or designee. Application criteria includes an interview and a teaching demonstration after completion of application materials. Application materials include a college transcript validating that the instructor meets the hiring requirements for the discipline of study.
- Courses will be delivered at the District's high school(s) and meet the number of instructional hours required by the College and the Middle States Commission on Higher Education.
- Approved high school instructors will be considered concurrent adjunct faculty at the College and must:
 - o attend a course orientation program prior to teaching for the College;
 - o attend a minimum of two (August and February are required) Professional Development programs during the academic year. Program dates (August, October, January, and February) will be sent to the faculty prior to the start of each semester. These sessions are in the evening, typically from 5:30-8:30 p.m.;
 - o complete a 3-6-hour training session on the College's Learning Management System (Canvas) prior to teaching;
 - o utilize Canvas for recording all attendance and grades;
 - o attend a minimum of one meeting/year with the College's designated faculty liaison;
 - o participate in a collegial review of instruction by a College liaison, using the College's standard rotation schedule (first semester of

teaching, then every third year) and the College's standard evaluation tool for adjuncts;

- o submit course assessment data required for the program of study;
 - o participate in the course and program assessment processes established by the College and adapted by each program of study.
- Concurrent faculty will be issued a stipend in the amount equivalent to one credit compensation per year.
- Concurrent faculty must sign the initial class roster to confirm that students seeking college credit meet course prerequisites. No student may be added to the class roster once the roster is signed and submitted to DCCC for registration or after registrations are completed.
- At the end of the course, concurrent faculty must sign and return rosters to the Admissions Office with the final grade for each student. For full-year courses, concurrent faculty will submit another signed roster with the final grade for each student to the Admissions Office (admiss@dccc.edu). For fall and spring only courses, instructors must submit grades through delaGATE (under "Faculty") at the end of each term, or in the event of a full year delivery, at the end of the school year. No student may be added to the roster for college credit if they do not appear on the initial signed roster.

Financial Model for School District Invoice

- The cost for students in College in the High School courses is \$68 per credit for academic year 2023-2024. Additional fees may apply depending upon the individual course (e.g., online course, science lab, and course material fees).
- The School District will confirm payment for each student with the College's Third Party Billing Office. For fall and spring semesters, confirmation of payment for students is due by the 3rd week of class. For summer sessions, confirmation of payment will be due by the 2nd week of class.
- The College will invoice the School District for all registered students. Students may receive a bill from the College until their accounts are confirmed and approved by the School District..
- The College will invoice the School District within 30 days of registration.
- Textbooks and mandatory instructional materials will be paid for by the School District. Textbooks and mandatory instructional materials not paid for by the School District will be the responsibility of the student.
- Delaware County Community College's bookstore (managed by the Follett Corporation) will invoice the School District directly if paying for textbooks and/or institutional materials.
- The School District will remit payment within 30 days of receipt of invoice.
- The School District and the students are subject to complying with the College policy regarding Add/Drop, refunds, student withdrawals and administrative withdrawals. Withdrawals require a request in writing.

- The School District reserves the right to determine the course(s) and semester(s) in which they will submit payment. Courses not paid for by the School District are the responsibility of the student.

Miscellaneous

- The College may provide a list of registered students after the College's deadline for registration and/or after the add/drop deadline each semester/term. Prior to these deadlines, it is the student's responsibility to confirm with their high school their college registration.
- This MOU will be managed by the Recruitment and Enrollment Management Division of the College.
- This agreement covers the dates from July 1, 2023, to June 30, 2024. **Please sign and return by Friday, June 23, 2023.**

Signatures

Dr. Marian McGorry
VP, Academic Affairs
Delaware County Community College

Date: _____

Dr. Mitchell E. Murtha
VP, Recruitment & Enrollment Management
Delaware County Community College

Date: _____


Dr. Mary Jo Boyer
VP, Branch Campus Operations & Instructional Support Services
Delaware County Community College

Date: _____

Dr. Patricia Benson, CPA
VP, Finance & Administration/Treasurer
Delaware County Community College

Date: _____

Dr. Jim Scanlon
Interim Superintendent
Octorara Area School District



Date: 5-24-23

CC: Saudia Beverly, AVP, Strategic Enrollment Initiatives
Delaware County Community College

OCTORARA AREA SCHOOL DISTRICT
2023-2024 BID AWARD SUMMARY

ART SUPPLIES

Metco	\$ 1,274.33	
National Art & School Supply	\$ 1,663.05	
Quill Corp	\$ 4,611.05	
TOTAL		\$ 7,548.43

SCIENCE-BIOLOGY SUPPLIES

Ward's Science	\$ 727.82	
TOTAL		\$ 727.82

INDUSTRIAL ARTS-DRAWING SUPPLIES

Metco	\$ 2,772.04	
TOTAL		\$ 2,772.04